G. R. S. 59] GPB—15,000- 20-12-13

GENERAL AND REVENUE SECRETARIAT.

1886
~~191~~.
(Sep. Rev.)

80

File No. 3 —88

Serial Nos. 1—23

B

~~Papers Filed.~~

Month August 1890.

SUBJECT.

Ganja Contract for three years beginning with 1889.

PREVIOUS REFERENCES.	LATER REFERENCES.

Mysore 1712 Index 13/12

(General Serial No. 29 6793

1888-89.4

From The Dy Commissioner.

To Bangalore District

The Chief Secretary to the Dewan of Mysore.

35

Dated 11th December 1888.

Despatched

Received

SECTION

FILE No.

SER'AL No.

7268 87-3-89

Enclosures No. two.

General No.

29 No. 544.

Forwards extracts from a report received from Abkary Asst Commissioner with certain proposals regarding the Ganja Contract, which is shortly drawing to a close.

D. No. 544.
Encl. 2

Dy Commissioners Office
Bangalore District.
Dated 11th December 1888.

From

Major A. H. Macintire
Dy Commissioner and Officer
in charge of Abkarry and Excise.

To

The Chief Secretary to the Dewan
of Mysore.

Sir,

I have the honor to forward, herewith, extracts from a report of my Abkarry Assistant, regarding the Sanja Contract shortly drawing to a close.

2. He strongly recommends that the Resident should be requested to allow the Contract for the Civil and Military Station to be merged in the Provincial Contract. This will of course tend to reduce any smuggling of Station Sanja into our limits, but beyond that it will be purely to the benefit of the Station Revenues, and therefore I should say the Resident would have no objection.

3. Another point recommended is that the Government should allow the

present Ganja Contractors Messrs C.
Pedamah and Co to continue their con-
tract for a period of 3 more years,
that is till the expiry of their present
Abkarry Contract. I see no objection to this,
but on the contrary for the reasons given
by Mr McDonnell I would strongly re-
commend it. There will be a distinct
saving of expense and a corresponding
gain of revenue in addition to the greater
check that we are able to keep on the
importation and consumption of the drug.

Mr McDonnell has recommended
that the Contractors be allowed to grow the
Ganja plant themselves near the Distillery,
and to this I see no objection, provided
proper precautions are taken to prevent
its being stolen or smuggled away.

If the Government approves of the
proposal, the Abkarry Contractors will be
asked if they are willing to continue the
Ganja Contract on such guarantee as the
Government may think fit to order.

I have the honor to be
Sir,
Your Most Obedient Servant
F Lely
Actg Secy Commissioner & Officer in charge
of Abkarry and Excise.

Statement shewing Sales of

	1885-1886											
	Ganja		Amount Rs	as	p	Majam		Amount Rs	as	p	a
Bangalore Town	3138	-	1961	4	-	187	-	46	12	-	20
Bangalore District	1368	12	855	5	-	1	-	-	4	-	8
Total	4506	12	2816	9	-	188	-	47	-	-	28
Kolar District	1191	8	744	9	4	15	-	3	12	-	7
Tumkur do	401	22	251	3	2	-	-	-	-	-	2
Mysore do	8329	-	5205	-	-	1211	12	303	14	-	55
Shimoga do	1428	4	892	9	8	108	-	27	-	-	9
Kadur do	295	-	184	6	-	10	-	2	8	-	1
Hassan do	51	4	31	15	8	-	-	-	-	-	
Chittledroog do	51	-	31	14	-	-	-	-	4	-	
Total	16254	2	10158	12	10	1532	12	383	2	-	105
Cantonment and Military Station	6516	12	4072	13	-	1462	-	365	8	-	44
Total	22770	14	14231	9	10	2994	12	748	10	-	149

Special Assistant Commissioner's Office
Camp Mysore
Dated 26th November 1888.

Ganja and Majam for the last 6 months

	1886-1887										1887-1888									
	Amount Ganja			Amount Majam			Amount Total				Amount			Majam			Amount			
				Rs	as	p	Rs	as	p	Rs				Rs	as	p				Rs
08	"	3122	12	1951	9	-	175	18	43	15	-	1995	"	-	2475	"	-	230	"	57
33	7	1620	15	1012	14	3	1	-	"	4	-	1013	7	-	1341	14	-	43	"	10
763	9	4743	3	2964	7	3	176	18	44	3	-	3008	7	"	3816	14	-	273	"	68
4	5	54	1593	-	995	10	-	"	"	"	"	-	995	64	"	1352	8	"	55	-	1
5	1	3	2	310	12	194	1	-	"	"	"	"	-	194	32	"	395	"	"	"	"	"
0	14	"	7600	-	4750	"	-	968	18	942	3	-	4992	90	"	4868	12	-	771	"	19
17	9	8	2305	12	1440	15	"	59	-	14	12	-	1455	157	"	1598	2	-	10	-	
66	14	"	696	12	435	5	-	"	"	"	"	-	435	876	20	548	"	4	"	"	"
81	15	8	259	10	162	2	2	"	"	"	"	-	162	306	"	191	4	-	"	"	"
31	14		41	"	25	10	"	"	"	"	"	-	25	65	-	40	10	-	"	"	"
1	14	10	17549	1	10968	2	5	1204	12	301	2	-	11269	40497	20	12811	2	4	1109	-	27
8	3	"	6877	-	4298	2	-	924	-	231	"	-	4529	26943	-	4339	6	-	854	-	21
0	3	10	24426	1	15266	4	5	2128	12	532	2	-	15798	67440	20	17150	8	4	1954	"	48

"Copy"

Agts Revenue Dept
for Dy Commissioner

Compd with

1885-1886 to 1888-1889 (half year).

6 months sales of 1888-1889

Total amount Rs	as	p	Ganja	Amount Rs	as	p	Arjan	Amount Rs	as	p	Total amount Rs	as	p
2532	8	-	1670 -	1043	12	-	5 -	48	12	-	1092	8	-
1352	10	-	909 -	568	2	-	2 -	3	-	-	571	2	-
3885	4	-	1679 -	1611	14	-	27 -	51	12	-	1663	10	-
1366	4	-	1114 -	696	4	-	12 -	18	-	-	714	4	-
395	-	-	260 -	162	8	-	- -	-	-	-	162	8	-
5081	8	-	3280 -	2050	-	-	45 -	116	4	-	2216	4	-
1600	-	-	1084 -	677	8	-	- -	-	-	-	677	8	-
548	-	4	432 -	270	-	-	- -	-	-	-	270	-	-
191	4	-	205 -	128	2	-	4 -	2	4	-	130	6	-
40	10	-	65 -	40	10	-	- -	-	-	-	40	10	-
13088	6	4	9019 -	5636	14	-	753 -	188	4	-	5825	2	-
4350	10	-	3645 -	2278	2	-	375 -	93	12	-	2371	14	-
17639	-	4	12664 -	7915	-	-	1128 -	282	-	-	8177	-	-

Sd/ J. G. McDonnell
Special Assistant Commissioner
Abkari and Excise
(In Mysore

No. 1861. Encl. 1

Spl. Asstt. Comrs. Office
Camp Mysore 26th Nov. 88.

From

The Special Assistant Commissioner,
Abkary and Excise,
Bangalore.

To.

The Deputy Commissioners and,
Officers in charge of Central Excise,
Arrangements
Bangalore.

Sir,

I have the honor to bring to your notice that the present Ganja contract for the current two years expires on the 31st March 1889, and to solicit the orders of Government may be kindly obtained as to whether a draft notification is to be submitted for publication, or whether with some enhancement, over the present guaranteed annual of Rs: 7000 — the present contracts may not be allowed to continue, to run out the Ganja contract for the next 3 years.

2. I beg to state below the cash realized by the sale of Ganja and Bhang since the last 3½ years, for the whole Province, and to append a statement giving details of the quantity and value of the drugs sold for that period, for each District.

	1883-86	1886-87	1887-88	Half year 1888-89
Circle rate of Military Station	4438-5-"	4,529-2-"	4,53[illegible]-10-"	2,371-1-
Rest of the Province	10,541-14-10	11,269-4-5	13,088-6-4	5,825-2-
Total	14,980-3-10	15,798-6-5	17,639-"-4	8,197-"-"

The following table, as far as available, gives the information, the Excise realized for the last 7 years by the farming out of the Ganja in the Provinces.

	1881-2	1882-83	1883-84	1884-85	1885-86	1886-87	1887-88
Circle rate Cantonment &c. Districts	3505-"-"	3505-"-"	4462-8-"	Cantonment only 2981-7-10	3174-"-6	Cantonment only 2394-7-"	Cantonment only 2457-11-1
Rest of the Provinces	2480-14-"	2493-12-"	2667-14-"	5266-1-6	5504-7-"	6528-11-"	8111-"-8
Total	5985-14-"	5998-12-"	7130-6-"	8247-9-4	8678-7-6	8923-2-"	10568-1-9
Average for 3 years Rs:	6373-"-"			Average for 4 years		9103-"-"	

The Commissioner is disposed to think that the Ganja cultivators are not to be confirmed for the whole 3 years. They have the attack [illegible] readily placing the Ganja in the hands of Retailers by means of their liquor [illegible] selling the drugs by the Arrack [illegible] Government should diminish the [illegible] Excise regulations [illegible] especially to remove, as large, [illegible] "Toddy" and [illegible] also the

profits of the ganja contractors. It is quite clear, therefore, that no contractor working the ganja contract, independently of the excise contractors, will be able to work it so satisfactorily, as the contractors who now work both the arrack and ganja together. Government under these circumstances, therefore are permitted the present arrack contractors, to work the ganja business, as well, and, I respectfully trust this arrangement may be allowed to be continued, as the results achieved, though there are some drawbacks, are on the whole fairly satisfactory.

5. The Provincial ganja contract, was recommended, for 3 years, but was reduced, to two years, so as to bring it into close, to that of the Coimbatore and Nellore Stations, Bangalore, where the contract also expires now the 31st March next, I would strongly advocate, that the two contracts be again annualised. The separation has been to the loss of the Stations Revenues, as the tender for each, a small contract, as that of the station, were, as naturally to be expected, much less than usual & have been deterred by any large contract, for the whole Province. I have been induced, to advocate this step also, as there would then be less likelihood of any of the Stations ganja finding it's way from the Contractors hands into the City and outlying Districts

I be,

As the expense all round will be less the station excess sales will be made better than if it were worked by a separate contractor as now done. I have personally explained to the Resident, at his last visit to the Distillery and in the note given to him that the station was charged the expenses for making ganja, and the yield thereof, were far more than the results achieved by the Government Distillery, and in some instances much higher rates were paid by the Station Contractor than the rates which the Provincial Contractors purchased their ganja. All this with the low minimum guarantee accepted for the station, materially affected the Station Revenue from ganja. I would therefore recommend this matter for the favorable and early consideration of both Governments.

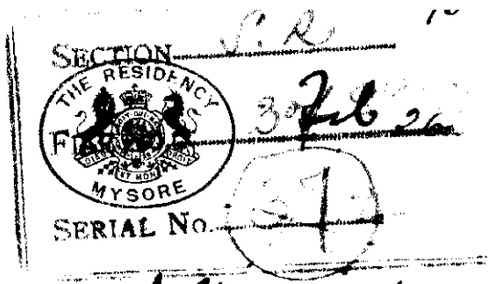
x x x x

[Sd] J. G. Ives-Trannell.
Spl. Asst. Comr
Abkary & Excise

"True Extract"

for Deputy Commissioner

Encl:

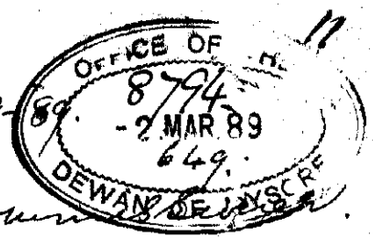


My dear HH Vijayendra Rao

The Resident has agreed generally to the proposal made in your letter of yesterday about the Imp. contract. He only stipulates that separate accounts separate guarantee

ral Serial No. 29.)

1888-89.



The Dy Commr
Bangalore District

SECTION L. R.

FILE No. 1888-89

SERIAL No. 3

The Chief Secretary to the Dewan of Mysore.

38

27th February 1889.

Despatched

Received

Enclosures No. 1 file

General No.

Dept. No. 771.

Submits for orders letter
No 265 s- from Sp: Asst Commr—
the New Sanja Contract.

Sir D Prasad
with draft & the
Govt Order

Dy Commissioners' Office
Bangalore District
Dated 27th February/81

D. No. 771
Encl. 1 file

To

The Chief Secretary to the Dewan
of Mysore.

Sir,

I have the honor to submit for information and orders the accompanying letter from the Special Assistant Commissioner el. No. 2655 of this day's date in re the new Ganja Contract, and to state that I have informed the Contractors of the acceptance of their tender and requested them to put in a stock of Ganja at once. The Draft Notification is also enclosed, and I solicit that 150 Copies of the same may be ordered to be struck off and sent to me for distribution.

I have the honor to be
Sir,
Your most Obedient Servant.

C. Runkin
Dy Commissioner

mlst

1888-89. App 602

No 2656 { Spl: Asstt Comm^r Office
Abkary & Excise
Bangalore 27th Feby/89

From

The Special Asstt Commr
Abkari & Excise

To

The Deputy Commissioner
and Officer in charge
of the Provincial Excise
Arrangements
Bangalore

Enclos:
No: 2653.
Dated 26/2/89

Sir

As per personal orders of the Chief Secretary I have the honor to enclose the accompanying memorandum and its accompaniments giving details of a scheme to increase the Ganja Revenue by levying a fee on the Wholesale Vend of the drug after allowing the Contractor a fair share in the sales. The rates fixed are given in the following table:-

	Ganja annas	Charas annas
Govt: fee on W.S. Vend on a basis of 24 Tolas.	6 – 2	
Contractors cost and profits	4 – 7	
Total Wholesale rate leviable by the Contractor from the Retail dealer	10 – 14	

2. The Resident has kindly consented to the Provincial Contractors also working the

the Station Contracts, on condition that accounts are kept and rendered separately and a separate minimum Revenue is realized therefor (vide Asst Resident to H. C. to Chief Secretary herein enclosed).

3. The Contractors have accepted the offer of the minimum Guarantee of Rs 2500 for the Station and £ 7000 for the rest of the Province, inclusive of Local Cess, and to the other conditions entered in the accompanying draft Agreement, (vide Sec. the D. C. hereto attached)

4. I have been desired by the Chief Secretary to kindly ask you, in Publication of Sanction, to inform the Contractors of the Acceptance of the Offers by them, by the Banker and the Resident, and to request them to deposit the required amounts of the Security for the two Contracts and to arrange for the Signing of the Agreement, pending issue of the Orders of Government, in due course, on a Report of the Action taken by you being made to Govt.

5. I solicit the Contractors may also be kindly asked to get a supply of good Cocanada Sanjas as soon as possible and to arrange to take over the Stock in the hands of the Station Contractors next month.

6. I beg that 300 copies of the Agreement may be kindly asked to be printed and sent to you for distribution.

I have the honor to be
Sir
Your most obedient Servant

Asst Commr
Chicacole

Original

Memorandum giving particulars relative to the working of the new Ganja Contract on the Minimum guarantee system, with fixed rates of fee on Wholesale Vends and fee, on excess sales, as is now done for spirits.

1 The following table gives the costs exhibited in the Contractors accounts for the Ganja Revenue for the past two years and the rate proposed for the new Contract.

Particulars	1886-87 Quantity	1886-87 Value	1886-87 Rate per seer	1887-88 Quantity	1887-88 Value	1887-88 Rate per seer	Rate per seer proposed by the Spl Asst Commr for the new Contract
(1) Cost of Ganja	17549 "	1919 6 9	" 1 9	20498 "	1665 7 5	" 1 3·6	" 1 9
(2) Carriage	" "	52 8 2	" " 05	" "	101 4 "	" " 1	" " 0·5
(3) Commission to Wholesale Vendors	" "	1050 1 1	" 1 "	" "	960 12 9	" " 9	" " 6
(4) Establishment at Head Quarters	" "	120 " "	" " 13	" "	360 " "	" " 3·4	" " 1·3
(5) Stationery Postage &c	" "	95 10 11	" " 1	" "	35 " "	" " 3	" " 1·0
(6) Wastage at the Distillery and other incidental charges	" "	" " "	" " 02	" "	18 6 6	" " 1	" " 0·2
Total cost for purchasing and placing drugs in Wholesale Depots	" "	3237 10 11	" 3 "	" "	3140 8 8	" 2 5·4	" 2 6

2 As the price of Ganja fluctuates considerably the rate as struck for 1886-87 which is about the maximum rate, has been generally taken as it would cover all expenses and leave a margin for the Contractors on account of variation in the price of drugs. For other expenses such as Wastage at Depots, accumulation of powder, deterioration of drugs, purchase of boxes, &c for which it is not practicable to obtain any reliable data for insertion in this paper just now, a special rate has been allowed. The Spl Asst Commissioner would therefore suggest the scale, as set forth above. This

× Note. The rate 1/9 (item 1) per seer gives 4/6 per Md Sin Cooly Superintendence at 2½ %. The duty 1/4 will give 6 per Md for Wastage & other Charges

S. Ry.

gives something more than the average rate for Ganja and under item 6 allows for certain unforseen and special charges of the character above indicated while the item of (3) Commission to Wholesale Vendors has been reduced to 6 pies per seer to attain this object.

3. } The Ganja Revenue must be calculated on the foregoing expenditure and is shown below separately for 2 years.

In 1886-87 the Amount realized by the sales of Ganja and Majum was Rs. — 11269 4 5

Deduct minimum amount guaranteed — 5312 8 —

Excess sales Rs. — 5956 12 5

Total cost to place the two drugs as per contractors accounts — 3345 14 7

Net excess sales — 2610 13 10

25 per cent to Government. — 627 11 6

Add minimum amount guaranteed. — 5312 8 —

Total which would have been left to Government if the Contractors kept and produced accounts and vouchers in support of their claim. — 5940 7 6

Say Rupees 6000 on 17549 seers = 0-5-1 to Government and for Rs. 1883-2-6 or Do. — = 0-1-8 to Contractors.

---

4. } In 1887-88 the amount realized for the sales of Ganja and Majum was Rs. — — — — 13088 6 4

Deduct minimum amount guaranteed. — 7000 — —

Excess sales — — — — — — 6088 6 4

Expenditure — — — — — — 3208 10 —

Net Excess sales — — — — — 2879 12 4

25 per cent to Government — — — — 719 15 1

Add minimum amount guaranteed — 7000 — —

Total which would have been left to Government if the Contractors kept and produced accounts and vouchers in support of their claim. — 7719 15 1

That is on 21607 and Rs. 7719-15-1 at 5 annas and 9 pies per seer to Government, and for Rs. 2159-13-3 or 21607 seers = 0-1-7 to Contractors.

5. } The following table gives the actual Revenue for the Station and the ad-interim amount directed to be recovered from the Contractors, on account of non-production of accounts and vouchers required by the Agreement, and pending the said terms being

complied with. As this would not the actual state of affairs the approximate result is also noted for 1887-88 as per para 4 above. It will be seen that the Station benefits considerably more in proportion than the rest of the Province. This is due mainly to the guaranteed amount having been fixed for the past two years so very high for the Province and so very low for the Station. For these reasons the Spl. Asst. Comrs. would therefore suggest that the minimum guarantee for the Station be raised at to Rs. 2,500 and that for the Province being allowed to continue at Rs. 7,000 for the next 3 years. The fixed fee per seer will secure to Government fair sums over those amounts. The accounts for each tract will be kept and rendered separately. This for obvious reasons would in every way be preferable to mixing up the two interests and then separating the same on the rule of proportions on the sales effected in each Range.

Particulars.	Revenue 1887-88			Approximate Revenue for the Province had vouchers and accounts been produced.			Estimated proposed Revenue at fixed Rates.		
	Rs	As	P.	Rs	As	P	Rs	As	P
Province	8111	11	8	7,719	15	1	7,825	6	11
Civil and Military Station actuals throughout.	2457	1	1	2,457	1	1	2709	4	11
Total	10,568	1	9	10,177	11	2	10,534	10	11

* Agreeing with Revenue.

6. } From the foregoing the Special Asst. Commissioner would suggest that the following would be a fair rate to prescribe for Contractors profits and costs and Government fee for Wholesale Vend for Ganja.

	Rs.	As.	P.
Value of drugs and placing thereof including all expenses -	0	2	6
Contractors net profits -	0	1	6
Government Fee for Wholesale Vend (including Local Cess)	0	6	11
Wholesale Rate for Ganja -	0	10	11

unds for 6 maunds & and the cost per seer.

Particulars.	Quantity New Rates	Amount
Poppy seeds	12 12	" 15 "
Aniseeds -	5 "	" 6 "
Cinnamon -	5 "	" 10 "
Cloves -	" 12	" 3 "
Cardimums -	" "	" 1 6
Jaggory -	4½ maunds	5 10 "
Ghee.	10 seers	2 8 "
Coolie -	" "	1 " "
Wood	2 maunds	" 4 "
Ganja -	1 do	4 6 "
For 6 maunds -	Rupees -	15 15 "

Rupees 15-15-" for 6 maunds this would give 2-10-6 per und or 0-1-1 per seer.

The Government fee for Wholesale Vend for ganja may be calculated at Rs. 11 } Rs. - As. - P.
0 - 2 - 0
Cost to Contractors ——— 0 - 1 - 1
Profits to Contractors ——— 0 - 0 - 11
Total Wholesale Rate ——— 0 - 4 - "

} Taking 27,441 seers of Ganja and 1,954 seers of ganja the Contractors net profits would amount Rs. 2,684-8-8 yearly on a total capital of 4,287-11-6 or about 62 per cent. A revised agreement is appended embodying the foregoing proposals and prescribing Conditions to give effect the present proposal and to protect Government ests in the present and future Contracts.

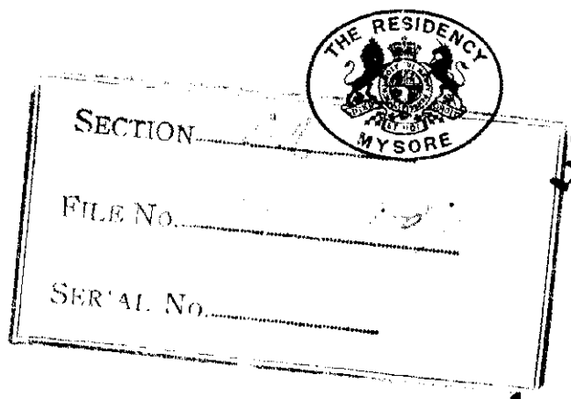
} The Arrack Contractors have agreed to the proposed.

} The Residents Treasury would benefit in the rum as shown in Para 5. The drugs would be moved from the Contractors hands into the Government illery. This itself is of the most vital importance will appear self evident when it is stated that

the Provincial figures of sales have almost doubled since last Contract. Last year the Station Consumption was of stationery. There has been a rise of 838 seers in the Bangalore City alone, while in the Station it has been but 66 seers. The rise in the City and Station would have been more if the Station Contractor had not been allowed to have the Ganja in his own hands, and the contraband trade from Her Majesty's Territories, and clandestine cultivation, could have been put down. A fixed Revenue and a fair share on any rise at the prescribed rates of Fees on Wholesale Vend will be secured instead of the precarious and complicated arrangement of 25 per cent on the "Excess sales", after paying the Contractors costs first, as is the rule now. It is to the Contractor's interests to cheat, and he does so in every item charged in the Accounts. Almost every item of charge is purely fictitious. A good deal of cheating now prevalent in the Station in the item of "Wastage", and in making and selling "Majum" would disappear. There was no wastage but a "surplus" at the Distillery for 13 months. It was 0·5 at the Distillery at one time against 1·5 per cent in 12 months in the Station. On one occasion the Mysore Contractors paid Rs. 2-12-0 for their stock while the Station Contractor charged Rs. 5-2-4 per maund. This materially effected the Government share on the "Excess sales" in the Station. The quantity of Majum turned at the Distillery is more than at the Station for a maund of Ganja used. The Spl. Asstt. Commr. has specified a minimum guaranteed Revenue of Rs. 2,500 — — and a separate accounts being kept for the Station. This will simplify accounts hereafter. One Contractor for both tracts for Country spirits is what is absolutely needed to put down fraud and secure the interests of Government in both tracts. This would be most effectually done if the drug needed is raised locally instead of being imported. This would foster trade in the fibre which is very valuable.

H. W. Bruce

Special Asstt. Commr.
Abkary & Excise
Mad.



(39)

February 27th 1889.

My dear Mr. Vijayendra Rao,

In reply to your demi offical of the 24th, which Mr McDonnell brought to me on the 25th, I write in continuation of my note of yesterday to say that Sir Oliver St John will be ready to recommend favourably the proposal which you say you will bind up

Officially, if it include the following conditions:- (1) that the contracts for the wholesale vend of Ganja which are entered into with the Contractor by the Collector and the Resident respectively be quite separate:

(ii) that a guarantee and a share in excess sales be secured as usual in the Contract for the Civil & Military Station:

(iii) that the custody of the

Interior Garrison for both the
Singapore State and the Civil &
Military Station be under
the Superintendence of Mr McDonnell

I am not sure that this
is exactly the form which
you meant the proposal to
take; but it is what
appeared a practicable form
to Mr McDonnell & myself.
As the further details of the
plan will require some working

out, Sir Oliver will be
obliged if you will send
up the official letter you
speak of as soon as con-
venient.

Yours sincerely

Chas Todhunter

Asst Resident.

P.S. If there is any point in connection with
this which you would like to talk about I shall
be glad to know from you.

R. Vijayendra Rao Esqr
Ch: Secy: to the Dewan
of Mysore.

SECTION I. R.
FILE No. 3 07-80-99
SERIAL No. 4

6.7766 / 567 / 17-3-89

Sir

I am directed to submit for the favourable consideration of the President the proposal for working the Jeypore Contract of the State of the Civil Dispensary on the Kimedi system: This is to provide against attempts at smuggling & fraud which it is believed the existing different arrangements give rise to.

The proposal is to work the contract under rules similar to those which govern the Parlakimedi lease: The drug being kept in the Distillery issued under Govt. Supervision this depot-keeper with such fees as shall in the margin and the Contractor guaranteeing an annual Revenue to Govt: All existing fees

Gazipur — Rs 4 24 Total
Ghazipur — Rs 0-6-0
Rs 0-7-0

sales will be divided
between the Contractors &
the Govt. in the ratio of 6 to 4.
Calculated on the net
results of the year. For
further particulars Dam's
Circular of the proposed
form which the Contractors
would execute.

In the event of receiving
an approval of the Resident,
a separate Contract for the
Coinage Stock might be drawn
up, guaranteeing the Coinage
of Rs. 2500 of Rs
for its annual revenue, &
for division of Excess sales
similar to as shown above.
The accounts of sales for the Stock
will be kept separate from
those of the Mysore State.

The present Abkari
Contractors have consented

to take up the Invasions
on these conditions for
the next three years
1889–92.

I am to request the
Favour of early Decision
of the Resident.

Thanks

Yours
Wm Chief Secy

9.
9-108.

1889

2, The Centr Resident

Dated 7—3—89

No 7768 Gone
569.

Transmitted No 925 19/3/89.
969

2 issued at once
7.3.89 Hon

[DRAFT CONTRACT]

CIVIL AND MILITARY STATION OF BANGALORE.

This agreement is entered into the day of one thousand eight hundred and eighty nine between Colonel H. M. S. Magrath, Collector, Civil and Military Station of Bangalore, for the time being, on behalf of the Resident in Mysore on the one part and Messrs. Nilgiri Chicka Papannah, Fergus Wolsely Smith and W. Viniscombe Davy on the other, for the exclusive privilege of the wholesale vend of ganja and its preparations, (except halva) in the Civil and Military Station of Bangalore.

We the said Messrs. Nilgiri Chicka Papannah, Fergus Wolsely Smith and W. Vinisombe Davy do hereby engage to pay to Government the minimum annual guarantee including local cess of rupees for the exclusive privilege of the wholesale vend of ganja and its preparations, (except halva) for three years from the 1st April 1889 to 31st March 1892, both days inclusive, and we do accordingly bind ourselves, our heirs, executors and representatives to perform our engagements, to abide by the terms of this agreement with the Resident in Mysore and to observe the following conditions, and as security for the due performance thereof we deposit Rs. being one-fourth of the contract amount (as particularized in the Schedule annexed) to be held at the disposal of Government to the close of the contract.

CONDITIONS.

I. The contract shall not be transferable except with the approval of the Resident in Mysore.

II. For the purposes of this contract the Resident in Mysore may decline to recognize any representative, agent, or partner appointed or taken by the Contractors during the period of the contract unless such representative, agent or partner shall have been first approved of on behalf of the Resident in Mysore by the Collector for the time being.

III. The minimum revenue guaranteed shall be paid by the Contractors into the Resident's Treasury by equal monthly instalments, together with local cess thereon, at the rate of one anna per rupee, on or before the 20th of the month following that for which it is due. With the last instalment due for the year shall be paid 25 per cent on the excess sales over the guaranteed amount. The said 25 per cent shall be calculated on the net amount remaining to the Contractors after the minimum guaranteed amount (including local cess), the price of the drugs sold wholesale by the Contractors and the cost of establishment and other legitimate expenses actually incurred have all first been defrayed. Should the said net amount, however, fall below rupees (500) five hundred, the Resident in Mysore waives the right to recover any percentage thereon, provided the Contractors carry out this agreement, the Excise Act, and the rules made thereunder fairly and uprightly, without any evasion whatsoever. In the case of default in the payment of any of the instalments as aforesaid, it shall be lawful, with the sanction of the Resident in Mysore, for the Collector of the Civil and Military Station, for the time being, to declare the deposit forfeited, to order the farm to be taken under Government management or otherwise at the Contractors' risk, or to declare the lease forfeited and to resell it at the Contractors' risk and loss, and further to recover all arrears, with interest at 6 per cent per annum, in the manner provided for in the rules for the time being in force for the recovery of arrears of land revenue.

IV. There shall be nine shops for the sale of ganja and its preparations (except halva) and the places at which they are to be kept shall be determined by the Collector, and the Contractors shall engage to sell ganja and its preparations only at the places so fixed. The Collector shall be at liberty to make any alterations in the localities of the shops that he may from time to time consider necessary.

V. The confirmation of existing retail vendors and the nomination of new vendors shall rest with the Collector. The Collector shall issue licenses in the prescribed forms direct to the retail vendor.

VI. The Contractors shall sell ganja and its preparations only to such licensed vendors and shall not interfere with the retail vendors in any way. But they or their authorized agent or wholesale vendor shall be at liberty to visit the drug shops in company with the Excise officers and inspect the accounts, and if they have reason to believe that contraband drugs are being vended in any shop, shall, with the permission of the Collector, place a nominee of their own to officiate as vendor jointly with the license holder or vendor of such shop for such time as the Collector may deem fit, and if sufficient grounds exist to justify this step the Collector shall remove the original holder and appoint any other holder he deems fit.

VII. The ganja and majam and other preparations thereof sold, (except halva) shall be of good quality, not black or old or such as may have lost its medicinal virtues, and must be without stalks which should be removed before issue to retail vendors, or equivalent weight of good ganja given for such stalks when returned by retail vendors. Powdered ganja to the extent of 5 per cent only shall be taken by the retail vendors and no more. Such powdered ganja may be made up by the retail vendors into halva. All ganja powder over 5 per cent, or bad ganja of the stamp indicated in this condition, found at the Distillery Depot or retail shops, shall be attached by the Excise Department, and, with the sanction of the Collector, be burnt. No ganja more than a year and a half old shall be sold to the public.

VIII. The Contractors shall always keep on hand not less than one month's supply of ganja at the Bangalore Central Distillery, which the Mysore Durbar have permitted the Resident to use as a Depot.

IX. The rates of Government fees for wholesale vend, the wholesale price at which ganja and majam shall be sold to the retail dealer, and the retail prices at which the drugs shall be vended to the public are noted below:—

For a seer of 24 *tolas.*

	Government fee for wholesale vend.	Wholesale rate at which the drugs are to be sold to retail vendors.	Retail prices at which the drugs are to be vended to the public.
Ganja	... 0 6 0	0 10 0	0 13 0
Majam	... 0 2 0	0 4 0	0 6 0

X. The Collector shall have power to close any particular shop or shops on the requisition of the Military Authorities or Magistracy temporarily or permanently, and the Contractors shall not be entitled to any compensation therefor. But with the approval of the Collector the number so reduced may, if the public requirements demand it, be re-established elsewhere.

XI. The Contractors shall be permitted to import ganja from beyond the Civil and Military Station under "import" passes to be issued by the Collector in communication with the authorities of the District from which the article is imported, and such drugs with the passes granted shall be duly brought to book at the Depot, and besides this no other ganja shall be sold by the Contractor without the written permission of the Collector.

XII. The Contractors shall render a true and correct account, in duplicate, of the sales at their wholesale depot to the Collector, through the Special Assistant Commissioner monthly, and allow the officers of the Excise Department free access always and at all times to all the accounts kept by the Contractors, which accounts shall be true and accurate and in the forms prescribed by Government in Notification No. 2551—2756, dated the 11th September 1886. And for the purposes of this agreement the Contractors shall open an account showing *in detail* the prime cost of the drug, cost of carriage, by cart and rail, other charges if any, and total cost of drugs, and cost per maund. The number and date of transport or import pass should be quoted, and each item duly vouched for with original receipts etc., duly numbered. The cost of establishment, contingencies etc., shall also be given monthly *in detail*. A copy of this account shall be furnished to the Special Assistant

Commissioner monthly to give effect to condition III of this agreement, and the original with vouchers shall be kept at the Depot for verification by the Excise Department and the Collector.

XIII. Disorderly conduct and irregular transactions at the wholesale Depot shall not be permitted by the Contractors' agents or employés. They shall be provided at the Contractors' cost with correct scales and weights, the latter duly stamped by the Collector, and further, all such employés shall, 15 days after the agreement is signed by the Contractors, enter into engagements with the Contractors to abide by the spirit and letter of the conditions entered into by the Contractors with Government, and the laws and rules in force, and such engagements shall be deposited with the Collector without fail within five days after execution, and they shall take out wholesale licenses, if employed, to sell the drugs, or sign permits for the Contractors.

XIV. The Contractors shall be required to conform to any additional rules which may be prescribed from time to time by the Government, and abide by those laid down in the agreement and notified by the Resident in Mysore in his Notification No. 2551—2756 dated the 11th September 1886.

XV. The Collector may give written permission to the Contractors to grow their own ganja. The cultivation of the drug otherwise, by the Contractors or any one else in the Civil and Military Station, is hereby interdicted.

XVI. Any infringement of the above conditions, the provisions of the Excise Act XXII of 1881 and the rules framed thereunder, will subject the Contractors or their authorized agents to the penalties prescribed therein, and to a forfeiture of their contract, with the approval of the Resident in Mysore.

In witness whereof Colonel H. M. S. Magrath, Collector, Civil and Military Station of Bangalore, for the time being, on behalf of the Resident in Mysore, and above said

(1) Messrs. Nilgiri Chicka Papannah

(2) Fergus Wolsely Smith

(3) W. Viniscombe Davy,

Ganja Contractors for the Civil and Military Station of Bangalore, hereunto set our hands and seals this day of

one thousand eight hundred and eighty nine at the

Collector, Civil and Military Station,

for the time being, on behalf of the Resident in Mysore.

(1)

(2)

(3)

Ganga Contractors for the Civil and Military Station of Bangalore.

Sealed, signed and delivered in presence of us.

Witness.—1.

Schedule.

List of Government Securities lodged by the aforesaid Ganja Contractors in the performance of the above contract for three years from 1st April 1889 to 31st March 1892.

Lodged by whom.	Loan.	Rate of interest.	No. on the bonds.	Amount.	Remarks.

CR 714

OFFICE OF THE ... 9146 ... 9 MAY 89 ... 991 ... DEWAN OF MY...

(General Serial No. 30.) 25/3/88

1889.

From Asst Resdt.

SECTION J. A.

FILE No. [illegible]

SERIAL No.

To (43)

Dated 19th March 1889

Despatched

Received

Enclosures No.

General No. 925

No. 969

28/3/89

Copy a contract of the D & M. Station being worked on an uniform system with that follow-ed by the Durbar.

To Asst Resdt No 219

Resd 26/3 7-30 PM

Reply sent 29/3/89

No. 925 / 969 Enc 3.

43

FROM

THE ASSISTANT TO THE RESIDENT IN MYSORE.

To

The Dewan of Mysore.

Dated, Bangalore, 19th March 1889.

SIR,

In reply to your office letter No 7765-567 dated 7th Instant I am directed to say that the Resident is prepared to accept the proposal for working the Ganja Contract for the Civil and Military Stations on a uniform System with that followed by the Excise Subject to certain Conditions, which are set forth in the draft Contract of which I enclose a Copy. This draft Contract has been forwarded to the Contractors

Revd. Chiefs Papers and &c
of their Considerations and
Receipts &c. The Resident
considers that the proposal
shall secure as greater Safe-
guard than at present exists
in the Civil and Military Sta-
tion against attempts at fraud
and Smuggling and he trusts
that it will be duly Carried
out. - The Enclosure of your offic letter is herewith pet
2 - I have the Honour to be,

Sir,

Your Most obt. Servt,

Colvin.

(Present sent to the Resident

Draft

Provincial -

Jaya Agreement -

3 years 1889 - 1892 -

This agreement is entered into
the day of one thousand
eight hundred and eighty between
Deputy Commissioner Bangalore District
for the time being, on behalf of the Government of
Mysore, on the one part, and Messrs Nilgiri Chicka
Papannah, Fergus Wolsely Smith and W. Viscombe
Davy on the other, for the exclusive privilege of the
wholesale vend of Ganja and its preparations (except
halva) for all the eight Districts of the Mysore
Province, except the Civil and Military Station of Bangalore.

We the said Messrs Nilgiri Chicka
Papannah Fergus Wolsely Smith and W. Viscombe
Davy do hereby engage to pay to the said Mysore
Government the minimum annual guarantee
including local cess of Rupees (7,000) seven thousand only
for the exclusive privilege of the wholesale vend of
Ganja and its preparations (except halva) for the
years from 1st April 1889 to 31st March 1892, both
inclusive, and we do accordingly bind ourselves
our heirs, executors and representatives to perform
our engagements, to abide by the terms of this
-ment with the Mysore Government and to observe
the following conditions, and, as security for the
due performance thereof, we deposit Rupees (1,750)
one thousand, seven hundred and fifty only or
one fourth of the Contract amount (as particularized
in the schedule annexed) to be held at the disposal
of the said Mysore Government to the close of the
Contract.

Conditions.

I. The Contract shall not be transferable except with the approval of the Mysore Government.

II. For the purposes of this Contract
Government may decline to recognize any re-
-presentative, agent or partner appointed or taken
by the Contractor during the period of the Contract
unless

unless such representative agent or partner shall have been first approved of by the ~~Deputy Commissioner of the Bangalore District~~ Excise Commissioner for the time being.

III. (a) The minimum annual revenue guaranteed shall be ~~payable~~ paid to Government in twelve equal monthly instalments. The contractor shall pay into the District Treasury of Bangalore on or before the 20th of the month following that for which it is due the whole amount of the ~~duty~~ fee on wholesale vend inclusive of the local cess thereon payable to Government at the rates fixed by Government on the Ganja and its preparations (except halva) ~~issued~~ sold from the ~~Distillery~~ Wholesale Depôt in each month to retail dealers ~~on or before the 15th~~ in every month ~~of the following month~~.

(b). If the ~~duty~~ fee on wholesale vend payable in any month as above on the ~~issues~~ sales of Ganja and its preparations (except halva) be not sufficient to make up the amount of the instalment of the minimum guaranteed revenue for the month, the Contractor shall pay such further sum as may be required to make up the deficiency. The excess sale of any month shall be available to make up any deficiency in any other month of the same official year. Such portion of the ~~duty~~ fee ~~realized on~~ on excess sales in any one month as may be over and above the deficiency which may have been made good by the Contractor in any previous month or months of the same official year shall be paid into the Government Treasury along with the minimum guaranteed revenue for the month in which ~~duty~~ such fees ~~realized~~ on excess sales have been realized.

(c) If the above payments are not made on or before the 15th of the month following that for which they are due, interest at the rate of six per cent per annum will be charged from that date on all the arrears outstanding; and should the default continue after the lapse of the month in which the payments are due, the arrears with the interest due shall be recovered by attachment and sale of the property of the Contractor, including

Cash

[illegible] export in manner provided for in the rules for the time being in force for the recovery of arrears of land revenue. And it shall further be at the discretion of the Dewan upon the report of the ~~Deputy Commissioner of Bangalore~~ Assistant Commissioner to declare the Contract cancelled, to direct the forfeiture of the deposit made by the Contractors, and to cause the business to be carried on by Government Officers or otherwise at the expense and risk of the Contractors their executors and assigns during the unexpired period of their Contract.

(d). The accounts for each year shall be closed separately. ~~If the duty payable to Government~~

IV. The ~~Deputy Commissioner~~ Commissioner shall be at liberty to make any alterations in the number and localities of the shops that he may from time to time consider necessary on good and valid grounds existing therefor but not otherwise, and also to close any shop without any claims for compensation on the part of the Contractors in the manner and under the conditions set forth in Condition XX of this Notification. Government

V. To protect the Contractors' rights & Government interests as well as to obviate inconvenience to the public the following procedure will be adopted in dealing with the ~~future question~~ of wholesale and retail shops for sale of ganja and its preparations (except halwa):—

(a) Amildars will confirm all existing wholesale and retail shops without exception on 1st April 1889.

(b). Amildars will at once comply with bona fide applications for shops at all Taluk Kasabas, Hobli head-quarters, large towns and villages, and at such other places where there may be a demand for the drug, and [illegible]

(c) In cases of doubt as to the necessity of opening a shop at any locality and invariably when an additional shop may be deemed necessary in the same place or within easy reach of another shop the ~~Head Inspector~~ Special Assistant Commissioner should be consulted.

(d). When the ~~Head Inspector~~ Special Assistant Commissioner deems it advisable to open a new shop at any particular place on Departmental grounds, he will apply to the Amildar who shall at once comply with such requisition in anticipation of the ~~Deputy Commissioner's~~ Deputy Commissioner's approval and issue of License in due course.

(e) The Amildar should at once comply with all applications for changes of names of vendors and locality of vend, and freely permit Ganja shop-keepers to visit Jatras and Fairs as provided for in the retail License.

(f). On the requisition of the Contractors, the Amildar may delegate a new ~~Holder~~ Vendor to conduct the business in any shop conjointly with the existing vendor ~~and Holder~~, if good and valid grounds are adduced that any illicit practices are resorted to by the permanent shop-keeper, and confirm such new ~~Vendor Holder~~ Vendor if this suspicion is confirmed by sales made under such surveillance, provided the new ~~Vendor Holder~~ Vendor gives a statement that he has no connection with, and will be under no obligations to the Contractors, but will conduct the business as any other independent ~~vendor~~ shop-keeper. If he fails to comply, the Amildar will appoint an independent ~~Vendor Holder~~ Vendor to such shop. In all cases men of the Village should be given preference.

(g). No one shall hold a License or be appointed as a License-holder or vendor of any Ganja shop who is directly or indirectly connected with, gives to or receives any remuneration from the Contractors, their agents or employés in any way or under any circumstances whatsoever.

(h).

(h) Amildars shall first grant permits to vend, and then apply to Deputy Commissioners for License for all new shops opened.

(i) The Amildars will, by 15th April 1887 furnish the Deputy Commissioner with a list of all shops opened wholesale and retail, giving the Nos* and names* of Villages, Talugs, Holders, and Vendors. A duplicate of this list shall be furnished by the same date to the ~~Head Superior~~ Special Assistant Commissioner. Supplemental lists should be sent monthly to both the above officers in cases of new shops opened or when changes of vendors or localities are sanctioned by the Amildar.

VI. The Contractor shall sell Ganja and its preparations only to licensed Holders or their vendors, and shall not interfere with the Retail ~~vendors~~ Vendors in any way.

VII. The Ganja and Bhang and other preparations thereof sold, shall be of good quality not black or old, or such as may have lost its medicinal virtues, and must be without stalks ~~and seeds~~ which should be removed before sale to Retail vendors, or equivalent weight of good Ganja given for such stalks ~~and seeds~~ when returned by Retail vendors ~~and not be adulterated~~. Powdered Ganja to the extent of 5 per cent only shall be taken by the ~~vendor~~ Retail ~~dealer~~ Vendors and no more. Such powdered Ganja may be made up by the Retail vendors into halva. All Ganja powder over 5 per cent, or bad Ganja of the stamp indicated in this condition, found at the Distillery the Depôts, or the Retail shops, shall be attached by the Excise Department, and, with the sanction of the Deputy Commissioner, be burnt. No Ganja more than a year and a half old shall be sold to the public. The Contractor shall always keep on hand not less than one months' supply of Ganja at each Depôt, and two months' stock (exclusive of the stock at Depôts) at the Provincial Head Quarters Depôt at the Bangalore Distillery.

VIII. All ganja and its preparation transferred from one District Dept to another District Deptt shall be covered by a "transport Pass" and when sent from one Deptt to another in the same District by the Contractor "Pass", both of which shall be in the forms prescribed, and the conditions thereof shall not be infringed and the number and date thereon shall be duly quoted in the Deptt account against the entry of receipts in the Deptt register. The sales of Ganja and its preparation made from the Depot to Retail vendor shall be covered by a pass in the prescribed forms signed by the Contractor or his authorized agent Wholesale vendors, the conditions whereof shall not be infringed. The wholesale and retail prices per seer of 24 tolas for the whole Province are fixed, as specified below:-

	Wholesale	Retail
Ganja	R. a. p. 6-10-0	R. a. p. 6-13-0
Majum or any other preparation of Ganja except Halwa	0-4-0	0-6-0.

The amount assigned for the contractors' costs and profits, The Government fees for wholesale vend, the wholesale rates at which the drugs shall be sold to the retail dealers and the retail prices at which the drugs shall be vended to the Public are noted below:-

For a seer of 24 tolas

Names of Drugs.	Contractors costs and profits	Government fee for wholesale vend	Wholesale rate at which the drugs are to be sold to retail dealers	Retail price at which the Drugs are to be vended to the Public.	Remarks.
	R. a. p.	8	4	6	6.
Ganja	" 4 "	" 6 "	" 10 "	" 13 "	
Majum	" 2 "	" 2 "	" 4 "	" 6 "	

The Deputy Commissioner shall have power to close any particular shop or shops on the requisition of the Military authorities or Magistracy temporarily or permanently, and the contractor shall not be entitled to any compensation therefor. But with the approval of the Abkary Commissioner, the number so reduced may, if the public requirements demand it, be re-established in other adjacent Towns or villages. Should the exigencies

If the State require the closing of shops to any number below the complement opened in 1888-89 (which shall not be done except on good and valid grounds to be recorded in writing), the Contractors shall, with the sanction of the Government, be granted proportionate compensation for the number so closed, the proportion being struck on the guaranteed amount paid for the number of shops licensed in that year, if it be proved that the Contractors have sustained loss by such reduction in the number of shops, but not otherwise.

XI. No fee shall be levied for licenses for the retail vend of Ganja except in the Towns of Bangalore and Mysore, where a fee of three Rupees and one rupee per mensem respectively shall be charged for each license. Licenses for the vend of Opium shall be freely granted (without recovery of the Retail License fees anywhere except in the Towns of Bangalore, Mysore, Shimoga and Chickmagalur, where the rates now in force will continue) to Vendors holding Ganja licenses and vice versa. The sales of the two drugs being combined in one Retail, the total number of shops will be reduced at each place and should be strictly restricted to meet the actual requirements of such place, and so as to afford a proper income to the dealers.

XII. The Deputy Commissioner of Bangalore may permit the Contractors to import Ganja from beyond the Territories of Mysore under "Import" passes to be issued by him in communication with the authorities of the District from which the article is to be imported, and such drug, with the Passes granted, shall be duly brought to book first, at the Provincial Head Quarters Depôt, Bangalore Government Central Distillery, before it is utilized or transferred to other subordinate Depôts. The stock of drugs sent to one District from the Provincial Head Quarters Depôt at Bangalore under 'Transport' passes shall not be transferred to another District, to obviate complications in Accounts. When transferred from a District Head Quarters Depôt to a

a Valuk Depôt in the same District, the Assistant Supervisor or the Dester of the Range or District shall sign the certificate at foot of the "Contractor's Pass" after duly weighing the drugs before they are despatched. The conditions laid down in all Passes shall be strictly observed by all concerned.

XII. The Contractor shall render a true and correct account, in duplicate, of the sales at the Wholesale Depôt to the Deputy Commissioner Bangalore through the ~~Head Superintendent~~ Medical Assistant Commissioner monthly, on or before the 10th of the following month, and allow the Officers of the Excise Department free access

always, and at all times, to all the accounts kept by the Contractors, which shall be true and accurate and in the forms prescribed by the Mysore Government in Notification No. 229, dated 27th February 1885. And for the purposes of this contract the Contractors shall open an account at the Provincial Head Quarters of [illegible] showing in detail the prime cost of drugs, cost of carriage by post and rail, other charges if any and total cost of drugs and cost per maund. The No. and date of transport or import pass should be quoted, and each item duly vouched for with original receipts &c., duly numbered. The cost of establishment, contingencies, &c. shall be given monthly in detail. A copy of this account shall be furnished to the Head ~~Superviser~~ Special Asst. Commissioner monthly, and the original accounts with vouchers shall be kept at the Provincial Head-quarters Depot at the Bangalore distillery for reference with [illegible] Head Assistant Commissioner.

XIII. Disorderly conduct and irregular transactions at the wholesale depots shall not be permitted by the Contractors' agents or employés. They shall be provided at the Contractors' cost with correct scales and weights, the latter duly stamped by Government, and further all such employés shall 15 days after the agreement is signed by the Contractors, enter into engagements with the Contractors to abide by the spirit and letter of the conditions entered into by the Contractors with Government and of the laws and rules in force, and such engagements shall be deposited for each District in the Deputy Commissioner's Office by the 20th of the said month, without fail. Such employés shall take out wholesale licenses if employed to sell the drugs, or sign permits for the Contractors. With the permission of the Arrack Renters, all wholesale Vendors of arrack may be employed as wholesale Vendors of Ganja and paid such a commission on the sales ~~as shall be fixed by the Head Superviser, Government Distillery not exceeding~~ at half anna per seer of Ganja sold by them. All Ganja and majam remaining on hand on the 1st April 1892 at the Head-quarters depot and at all wholesale depots shall be made over, if of good quality and fit for use, to the new Contractors who shall take them over at an average rate of price struck on the rate entered in the accounts kept under Condition XII. of this Notification, plus interest at 12 per cent per annum on the value of the drugs so transferred. The old contractors shall make over and the new Contractors shall take over all scales and weights at the Head-quarters and other depots, if correct, and in good order, at a valuation to be fixed by the Deputy Commissioner Special Asst. Commissioner in the Akkarry Commissioners.

The Contractors shall be required to conform to any additional

additional rules which may be prescribed from time to time by the Government, and abide by those laid down in the agreement and notified by the Government in their Notification No. 229 of the 27th February 1885, especially those contained in the Wholesale license rules, and for the preparation and submission of accounts and the obtaining of import and transport passes and the issue of passes by themselves and on other points therein specified. Copies of the Rules can be had access to at the district Office between 11 A.M. and 5 P.M. daily. Information on any other matters in connection with this contract will also be afforded thereat or by the Head Supervisor Government Distillery Special Ass... Bangalore

XV. The Contractor can raise their own Ganja on applying for and holding a Government patta to be granted by the Amildar the conditions whereof shall be strictly adhered to. The cultivation of the drug otherwise by the Contractors or any one else all over the Province shall be and is hereby interdicted

Any...

In witness whereof ... Deputy Commissioner Bangalore district, for the time being on behalf of the Government of Mysore and the above said Messrs.

(1) Nilgiri Chicka Papanmah.
(2) Fergus Wolsely Smitte.
(3) W. Viscombe Davy, Ganja Contractors for all the eight Districts of the Mysore Province, (exclusive of the Civil and military station of Bangalore) hereunto set our hands and seals this ... day of April ~~1887~~ 188..., at the Deputy Commissioner's Office, Bangalore district.

Deputy Commissioner, Bangalore District, for the time being on behalf of the Government of Mysore, and

(1) Nilgiri Chicka Papanmah
(2) Fergus Wolsely Smitte
(3) W. Viscombe Davy, Ganja Contractors for all the eight Districts of Mysore Province. Sealed, signed and delivered in presence of us.

Witness 1.
2.

Schedule.

List of Government Securities lodged by the aforesaid Ganja Contractors in the performance of the above contract for three years from 1st April 1889 to 31st March 1892.

Lodged by whom	Loan	Rate of Interest	Nos. on the Bonds	Amount	Remarks.

(General Serial No. 30.)

1888-89

4/4

From

To The Asstt to Resdt in Mysore

SECTION 1 N

FILE No. 2 of 88-89

SERIAL No. 30

Dated 28 } March
Despatched 29 }

62

No. 14.

Class 3 | INDIAN TELEGRAPH. | Monthly Local No. 367

To Station Mysore | From Station Bangalore

Words.	Day.	Hour.	Minute.	Official Instruction.
23/9	25	16	25	

To (Person) Aiwan (42) | From (Person) ~~Ra~~ Assistant Resident

1 Re 1001 trig letter 925
2 dated 18th March
3 89 Kindly inform the Tahsildar
4 Devalapur Agrahar (in the Kolar
5 Collectorate)
6
7
8
9
10
11
12
13
14

SECTION 1 N

FILE No. 30/88-89

SERIAL No.

RECD. FROM L. N. At Hrs. Mts. By

SENT TO L. N. At Hrs. Mts. By

Date MYSORE 25-3-89 Postmaster.

(44)

Mysore 28/29 March 1889

Camp no 2190

To.

The Assistant to the Resdt
in Mysore.

Sir,

In reply to your
letter no 925/969 of the 19th
March 1889 in regard to
the Ganja Contract of the
Civil and Military Station,
I am desired to state,
for the information of
the Resident, that the
Durbar agree to the proposed
Contract being worked
on the lines indicated
in the draft agreement
forwarded with your
letter, but with reference
to Condition III, I am to observe
that under the proposals
submitted by the Durbar,
the Govt are entitled to
the whole of the fees
on all Ganja and Majum

sold in excess of the guaranteed amount, without any deduction whatever in favor of the Contractor. This provision was made to avoid unnecessary interference with, and scrutiny into, the Contractors accounts, which as a rule, are not regularly kept and are not very accurate. The determination of the net amount of the Excess sales under the existing system has always been attended with great difficulty owing to the absence of correct and reliable accounts. Under such circumstances, the Durban proposed the more profitable system of levying the prescribed fee on all Excess sales, but if the Resident has finally decided upon allowing the Contractors 75 per cent of the Excess sales, the Durban will not object to the proposed Contract

so far as the Civil and Military Station is concerned. The Dewan accordingly telegraphed to you yesterday as follows:—

"Your letter No 925 Ganja Contract. Durbar agrees to proposed Contract, if Resident finally decides to retain Condition III of your Draft. My draft more profitable to Government: avoids scrutiny into Contractors accounts."

Thanks

RK

Chief Secy

Sanja Contract

Draft for approval

1
f. 109

48

OFFICE OF
258
15 APR 89
26
DEWAN OF MYSORE

(General Serial No. 30.)

188 9.

From The Asst to the Resident in Mysore

To

(45)

SECTION

FILE No.

SERIAL No.

Dated 13/4/89

Despatched

Received

Enclosures No. 1

General No. 1268

No. 969

Approving of the terms & Conditions of the Bangalore Canja Contract and enclosing a copy of the Contract as finally passed -

Read copy 5 Dy 12
Bangalore Enquire
Why the tenders have not
signed the bond & the
requisite Stamps affixed
to Execution of the
Contract bond.

RK

18/4

No. 1268/969

(45)

FROM

THE ASSISTANT TO THE RESIDENT IN MYSORE.

To The Dewan of Mysore.

Dated, Bangalore, 13th April 1889.

SIR,

With reference to your office letter No. 2190 dated the 28th March 1889 regarding the Ganja Contract for the Civil and Military Station of Bangalore, I am directed to state that, on further consideration, the terms of Condition III of the Mysore Ganja Contract, with necessary modifications, were adopted in the Contract for the Civil and Military Station.

2 I am to enclose, for the informa-
tion of the Durbar, a copy of the Contract
as finally passed. The Contractors have
not however, as yet signed the Contract
as they appear to be still in some doubt
as to the terms of their Contract with
the Durbar.

I have the honour to be,

Sir,

Your most obedient Servant,

Gerini.

Assistant to the Resident.

In

CIVIL AND MILITARY STATION OF BANGALORE.

This agreement is entered into the day of one thousand eight hundred and eighty nine between Colonel H. M. S. Magrath, Collector, Civil and Military Station of Bangalore, for the time being, on behalf of the Resident in Mysore on the one part and Messrs. Nilgiri Chicka Papannah, Fergus Wolsely Smith and W. Viniscombe Davy on the other, for the exclusive privilege of the wholesale vend of ganja and its preparations, (except halva) in the Civil and Military Station of Bangalore.

We the said Messrs. Nilgiri Chicka Papannah, Fergus Wolsely Smith and W. Viniscombe Davy do hereby engage to pay to Government the minimum annual guarantee including local cess of rupees two thousand-eight-hundred for the exclusive privilege of the wholesale vend of ganja and its preparations, (except halva) for three years from the 1st April 1889 to 31st March 1892, both days inclusive, and we do accordingly bind ourselves, our heirs, executors and representatives to perform our engagements, to abide by the terms of this agreement with the Resident in Mysore and to observe the following conditions, and as security for the due performance thereof we deposit rupees seven-hundred being one-fourth of the contract amount (as particularized in the Schedule annexed) to be held at the disposal of Government to the close of the contract.

CONDITIONS.

I. The contract shall not be transferable except with the approval of the Resident in Mysore.

II. For the purposes of this contract the Resident in Mysore may decline to recognize any representative, agent, or partner appointed or taken by the Contractors during the period of the contract unless such representative, agent or partner shall have been first approved of on behalf of the Resident in Mysore by the Collector for the time being.

III. (a) The minimum annual revenue guaranteed shall be payable to Government in twelve equal monthly instalments. The Contractors shall pay into the Resident's Treasury the whole amount of the fees on wholesale vend inclusive of the local cess payable to Government at the rates fixed by Government on the ganja and its preparations, except halva, sold from the Wholesale Depots in each month to the retail dealers on or before the 20th of the following month.

(b) If the fee on wholesale vend payable on the sales of ganja and its preparations up to the end of any month be not sufficient to make up the amount of the instalment of the minimum guaranteed revenue for that month, the Contractors shall pay such further sum as may be required to make up the deficiency. The excess sale of any month shall be available to make up any deficiency in any other month of the same official year. Such portion of the fee on wholesale vend on excess sales in any one month as may be over and above the deficiency which may have been made good by the Contractors in any previous month or months of the same official year shall be paid into the Government Treasury along with the minimum guaranteed revenue for the month in which such fee on wholesale vend on excess sales has been realized.

(c) If the above payments are not made on or before the 20th of the month following that for which they are due, interest at the rate of 6 per cent per annum will be charged from that date on all the arrears

outstanding; and should the default continue after the lapse of the month in which the payments are due, the arrears with the interest due shall be recovered by attachment and sale of the property of the Contractors, including cash at Wholesale Depots, in the manner provided for by the rules for the time being in force for the recovery of arrears of land revenue. And it shall further be at the discretion of the Resident upon the report of the Collector to declare the contract cancelled, to direct the forfeiture of the deposit made by the Contractor, and to cause the business to be carried on by Government officers or otherwise, at the expense and risk of the Contractors their heirs, executors, and assigns, during the unexpired period of their contract.

(d) The accounts for each year shall be closed separately.

IV. There shall be nine shops for the sale of ganja and its preparations (except halva) and the places at which they are to be kept shall be determined by the Collector, and the Contractors shall engage to sell ganja and its preparations only at the places so fixed. The Collector shall be at liberty to make any alterations in the localities of the shops that he may from time to time consider necessary.

V. The confirmation of existing retail vendors and the nomination of new vendors shall rest with the Collector. The Collector shall issue licenses in the prescribed forms direct to the retail vendor.

VI. The Contractors shall sell ganja and its preparations only to such licensed vendors and shall not interfere with the retail vendors in any way. But they or their authorized agent or wholesale vendor shall be at liberty to visit the drug shops in company with the Excise officers and inspect the accounts, and if they have reason to believe that contraband drugs are being vended in any shop, shall, with the permission of the Collector, place a nominee of their own to officiate as vendor jointly with the license holder or vendor of such shop for such time as the Collector may deem fit, and if sufficient grounds exist to justify this step the Collector shall remove the original holder and appoint any other holder he deems fit.

VII. The ganja and majam and other preparations thereof sold, (except halva) shall be of good quality, not black or old or such as may have lost its medicinal virtues, and must be without stalks which should be removed before issue to retail vendors, or equivalent weight of good ganja given for such stalks when returned by retail vendors. Powdered ganja to the extent of 5 per cent only shall be taken by the retail vendors and no more. Such powdered ganja may be made up by the retail vendors into halva. All ganja powder over 5 per cent, or bad ganja of the stamp indicated in this condition, found at the Distillery Depot or retail shops, shall be attached by the Excise Department, and, with the sanction of the Collector, be burnt. No ganja more than a year and a half old shall be sold to the public.

VIII. The Contractors shall always keep on hand not less than one month's supply of ganja at the Bangalore Central Distillery, which the Mysore Durbar have permitted the Resident to use as a Depot.

IX. The rates of Government fees for wholesale vend, the wholesale price at which ganja and majam shall be sold to the retail dealer, and the retail prices at which the drugs shall be vended to the public are noted below:—

	Government fee for wholesale vend.		Wholesale rate at which the drugs are to be sold to retail vendors.		Retail prices at which the drugs are to be vended to the public.	
	Seer of 80 tolas.	Seer of 24 tolas.	Seer of 80 tolas.	Seer of 24 tolas.	Seer of 80 tolas.	Seer of 24 tolas.
Ganja	1 4 0	0 6 0	2 1 4	0 10 0	2 11 4	0 13 0
Majam	0 6 8	0 2 0	0 13 4	0 4 0	1 4 0	0 6 0

X. The Collector shall have power to close any particular retail shop or shops on the requisition of the Military Authorities or Magistracy temporarily or permanently, and the Contractors shall not be entitled to any compensation therefor. But with the approval of the Collector the number so reduced may, if the public requirements demand it, be re-established elsewhere.

XI. The Contractors shall be permitted to import ganja for the purposes of this contract into the Wholesale Depot under "import" passes to be issued by the Collector, and besides this no other ganja shall be sold by the Contractor without the written permission of the Collector.

XII. The Contractors shall render a true and correct account, in duplicate, of the sales at their wholesale depot to the Collector, through the Special Assistant Commissioner monthly, and allow the officers of the Excise Department free access always and at all times to all the accounts kept by the Contractors, which accounts shall be true and accurate and in the forms prescribed by Government in Notification No. 2551—2756, dated the 11th September 1886. And for the purposes of this agreement the Contractors shall open an account showing *in detail* the prime cost of the drug, cost of carriage, by cart and rail, other charges if any, and total cost of drugs, and cost per maund. The number and date of transport or import pass should be quoted, and each item duly vouched for with original receipts etc., duly numbered. The cost of establishment, contingencies etc., shall also be given monthly *in detail*. A copy of this account shall be furnished to the Special Assistant Commissioner monthly to give effect to condition III of this agreement, and the original with vouchers shall be kept at the Depot for verification by the Excise Department and the Collector.

XIII. Disorderly conduct and irregular transactions at the Wholesale Depot shall not be permitted by the Contractors' agents or employés. They shall be provided at the Contractors' cost with correct scales and weights, the latter duly stamped by the Collector, and further, all such employés shall, 15 days after the agreement is signed by the Contractors, enter into engagements with the Contractors to abide by the spirit and letter of the conditions entered into by the Contractors with Government, and the laws and rules in force, and such engagements shall be deposited with the Collector without fail within five days after execution, and they shall take out wholesale licenses, if employed, to sell the drugs, or sign permits for the Contractors.

XIV. The Contractors shall be required to conform to any additional rules which may be prescribed from time to time by the Government, and abide by those laid down in the agreement and notified by the Resident in Mysore in his Notification No. 2551—2756 dated the 11th September 1886.

XV. The Collector may give written permission to the Contractors to grow their own ganja. The cultivation of the drug otherwise, by the Contractors or any one else in the Civil and Military Station, is hereby interdicted.

XVI. Any infringement of the above conditions, the provisions of the Excise Act XXII of 1881 and the rules framed thereunder, will subject the Contractors or their authorized agents to the penalties prescribed therein, and to a forfeiture of their contract, with the approval of the Resident in Mysore.

In witness whereof Colonel H. M. S. Magrath, Collector, Civil and Military Station of Bangalore, for the time being, on behalf of the Resident in Mysore, and above said

(1) Messrs. Nilgiri Chicka Papannah
(2) Fergus Wolsely Smith
(3) W. Vinicombe Davy,

Ganja Contractors for the Civil and Military Station of Bangalore, hereunto set our hands and seals this day of

one thousand eight hundred and eighty nine at the

Collector, Civil and Military Station,

for the time being, on behalf of the Resident in Mysore.

(1)

(2)

(3)

Ganga Contractors for the Civil and Military Station of Bangalore.

Sealed, signed and delivered in presence of us

Witness.—1.

2.

Schedule.

List of Government Securities lodged by the aforesaid Ganja Contracte in the performance of the above contract for three years from 1st April 1889 31st March 1892.

Lodged by whom.	Loan.	Rate of interest.	No. on the bonds.	Amount.	Remarks.

Draft 32

(General Serial No. 30.)

1889.90

46

SECTION L. A.

FILE No. 37 88-89

SERIAL No. 10

From

To The Dy: Comr; Bangalore

Dated 23 - 4 - 89

Despatched 24

Received

Enclosures No.

General No. 445-

No. 23

Subject Letter No. 1268 of the 13th April 89 from the Asst: to the Resident, stating that the Contractors of the Gunja Contract of the C. & Co. Station have not yet signed the Contract Bonds

Copy of the foregoing is forwarded to the Dy: Comr; Bangalore Dt; who is requested to report why the Contractors have not signed the Bonds, and to expedite the execution of the same.

For Chief Secy

References / Early / 1889

29-4.

Submitted

4-89

Submitted
3/4.
Herewith
Letter
Lease
Counterfoil
Receipt
Bond
Plan
3/5
Forwarded
24/6

SECTION C 2

FILE No. 3

SERIAL No.

(General Serial No. 29.)

53

1889-90. 607

From The Dy Commissioner

To Bangalore District

Under
The ~~Chief~~ Secretary to the ~~Dewan~~ Govt.
of Mysore.

47

Dated 26th April 1889.

Despatched

Received

Enclosures No.

General No.

No. 56.

With reference to his Memo No. 445/23 dated 23rd Instant, Regarding the execution of the Gunja Contract Bond of the Civil and Military Station of Bangalore, has the honor to request to be informed of the names of the parties who have obtained the Contract of the Civil and Military Station, in view to call upon them to execute the Bond.

B
3/4

for Dy Commissioner

(General Serial No. 30.)

2090 54

188 9.

From The Comptroller

To

Dated 22 June/89

Despatched

Received

Enclosures No.

General No. 1052

No.

Requesting to be informed whether a fresh Sanyu lease has been entered into & to be favored with a copy thereof

49

No. 4347 3 - Sept/89

4572

Forwarded to the Excise Commissioner

BC

Sig[d] C Madrid

Actg

SECTION 1 A

FILE No. 30-88-89

SERIAL No.

SECTION 1 A

FILE No. 2760-89

SERIAL No.

1/G.109.

(General Serial No. 80.)

188

4 OCT. 89
603
DEWAN OF MYSORE.

From The Engineer in Mysore.

49

To The Chief Secretary
to the Dewan of Mysore.

Dated 25th September 1889.

Despatched 27th September 1889.

Received 30th September 1889.

Enclosures No. ——

General No. 1233
No. 49

Submitted
Chief
1/10-1889

Send copy to Comptroller for information
16/10

Sir

With reference to my official Memorandum No. 4347/240 dated — September/89, forwarding Comptroller's letter No. 1052 dated 22nd June/89, enquiring if a fresh Ganjam agreement has been executed by the Contractors, the past contract having expired on the 31st March/89.

SECTION F. R.

FILE No. 3 of 88-89

SERIAL No. 14.

excluding Civil and Military Station of Bangalore, and
Government have consented to the arrangement. The draft
of the agreement to be entered into by them, is now in the Pre
and as soon as it is received printed, it will be executed, and
copy sent to the Comptroller for information.

Colonel

Excise Commissioner
in Mysore.

1/9.109 Re 1/1 57

(General Serial No. 30.)

1889.

From

50

SECTION C A

FILE No. 3 of 88-89

SER'AL No.

To The Comptroller

Dated 1) October

Despatched

Received

Enclosures No 1

General No. ~~5800~~

No. 350

Stn No. 1052 dt 22-6-89

Forwards copy of a letter no 1233/49 dated 25 Sept 1889 from the Excise Comm^r regarding the Gaya Contract of the Province.

By order

Signature

(General Serial No. 30.)

1889-

OFFICE OF THE DEWAN C.T. MYSORE
5-FEB.90
561

From The Excise Commissioner
in Mysore

To The Chief Secretary
to the Dewan of Mysore

Dated 1st
Despatched 4 February 1890
Received

Enclosures No. —

General No. 3341
No. 109

SECTION S.R.
FILE No. 3 of 88-89
SERIAL No. 16

Reference (cards)
MK
5/2/90 reminder
Sir.
Lucinda
C.M.C.
7-2-90

Manga
Conf
MK
7/2/90

Further report may be
noted & filed.
MK
10/2/90

Sir,

With reference to your docket No. 8246/890 dated 30 January 1890 enquiring if the Ganja Contract Bond of the Province has been executed.

In reply has the honor to state that printed copies of the Draft Ganja agreement, and draft Notification embodying the revised Ganja Rules framed by Colonel Campbell, as per copies herewith submitted, were sent to the Contractors on the

2nd November 1889 with docket No. 1980/1. and they were
requested to attend this office to execute ow the 15
idem, a telegram being directed to be sent by the Contracto
to Mr Davy if he was not in the Station.

In reply to the above reference, the Contractors in their letter
dated 15th November 1889 vaguely stated that the terms of
roposed Bond were different from those in the Bond of th
ate Contract, and therefore required very careful consid
ration. They added that the price of Ganja had risen fro
6-12-10 to Rs 7-6-0 per maund; that the enforcemen
the Rules against Selling stalks and more than (5) five
nt powder increased their cost considerably, as they had to
y the drug mixed with both powder and stalks; they therefo
quested to defer signing the Bond for a week to enable them
decide whether it would be profitable to them to work t
ntract or not.

In reply to the above the Contractors were asked, in this
fice No. 2179/71 dated 16th November 1889, to Specify in wha
spects the draft Bond and Rules differed from thos
force; and it was pointed out to them that the
nditions to be enforced on them were substantially

those in the Bond for the Civil and Military Station which they had accepted and executed, the only difference being that the rules were eliminated from the Mysore Draft Bond and printed separately. They were also told that the alleged rise in prices was a point now too late to be considered, and were again asked to state when they would appear to sign the Bond; but up to this date they have failed to sign the Bond or answer the reference made.

In compliance with a reminder from this office, No. 2465/91 dated 9th December 1889, and a Demi-official note, Messrs Smith & Papanna lately appeared in this office, and personally discussed the points raised with the Excise Commissioner. It was then pointed out to them that the terms now proposed were financially much more favorable to them than those of the old Bond:- 1st as regards the mode of charging the "Excess Sales" - For the procedure of levying 25 per cent on the "Net excess Sales", paying all charges, Government have substituted, rates of duty (as in the case of Arrack) on each beer

Another reminder has since been sent to the Contractors, asking for a definite reply to this office No. 2170/71 dated 16th November 1889.

Assistant Commissioner
in charge of Excise Commission
office.

(General Serial No. 31.)

1889. 90

53

From

To The Private Commissioner Imperial

SECTION S. A

FILE No. 3788-89

SERIAL No.

Dated 1st March.

Despatched

Received

Enclosures No.

General No. 9402

No. 1049

His Letter No 3341/109 dated 1st February 1890.

Has the honor to invite attention to the concluding paragraph of the above and to enquire if the Jaipur Contractors have executed their Contract Bond

P.O.

M

A Gmelig

Submitted for approval
18.3.90 MK
Reference.

SECTION I. R.
FILE No. 3 788-89
SERIAL No. 18

(GENERAL SERIAL NO. 300.)

188

OFFICE OF THE DEWAN OF MYSORE
9877
19 MAR 90
1287

From The Excise Commissioner in Mysore

To The Chief Secretary to the Dewan of Mysore Bangalore

Dated 17th March 1890
Despatched 18 do
Received

Enclosures No. 6

General No. 4360
No. 135

Subject Reporting that the Ganja Agreement has been executed &c.

The Ex Comr (Mr Vijayen Rao) has submitted these Rules which it is said have been framed from the proceedings he is requested to state if he has any alterations or additions to suggest whether the Officers have been consulted with regard the proposed Rules.

5/8/9

Office of the Excise Commissioner
in Mysore
Dated, Bangalore, 17th March/90
18

No. 4360
135 (Encls: 6)

(54)

From

R. Vijayendra Row Esquire
Excise Commissioner
in Mysore.

To

The Chief Secretary
to the Dewan of Mysore.

Sir,

In reply to your docket No. 9402/1047 dated 1st March 1890, I have the honor to state that the Ganja Contractors executed their Contract Bonds on the 8th Instant, and to request that the draft Ganja Rules submitted with this office docket No. 3341/109 dated 1st/4th February 1890, may be approved and published in the Gazette, the Compiler being asked to supply 100 copies in English and 200 copies in Kanarese of the same to this office.

Six spare copies of the draft Ganja Rules, are herewith sent. The rules were drafted by my predecessor.

I have the honor to be
Sir
Your most obedient Servant.

for Excise Commissioner.

DRAFT GOVERNMENT NOTIFICATION.

Under the provisions of the Excise Act XXII of 1881 as amended by Act VI of 1885 and extended to Mysore by Regulation III of 1885, the Government of His Highness the Maharajah hereby sanction the introduction of the following Rules in substitution of and in addition to the Rules published in Notification No. 229 dated 27th February 1885; and also direct that the powers exercised by Deputy Commissioners and Sub Division officers under the said notification, will henceforth be exercised by the Excise Commissioner.

PART I.

Definition of Ganja.

1. For the purposes of these Rules the Hemp plant may be taken to be that generally known as the *Cannabis Sativa* of Linn; and what is termed in Hindustani *Ganja*; Kanarese, *Bhangi Soppu*; Tamil, *Ganja yale*; Telugu, *Bhangi áku*. But as there are several varieties of the Indian Hemp, each and every such variety shall be taken to be included in, and as falling under, these Rules. Appendix A contains a paper describing Ganja and its preparations as used in Southern India, its character, analysis, actions and uses; also the botany of the hemp plant and the value of the fibre derived from it.

PART II.

2. Under sections 11, 13, and 55 of the Excise Act the following rules are framed to regulate and restrict:—

(*a*) the cultivation of the Hemp plant;

(*b*) the export of Ganja;

(*c*) the import of Ganja;

(*d*) the preparation of intoxicating drugs from Ganja; and

(*e*) the realization of duty leviable in respect of these drugs.

(*a*) Cultivation of Ganja hemp plant restricted.

(1) The cultivation of the Hemp plant (Ganja) in the Mysore Province is forbidden, except under Pattas issued by the Excise Commissioner under his seal and signature, and subject to the restrictions and reservations imposed in the rules laid down in such Patta, and under such further rules as the Excise Commissioner may prescribe from time to time to meet the local wants of each place, or the particular circumstances of each case.

(2) The Government Ganja Contractor, with the written permission of the Excise Commissioner, and under the conditions above stated, may cultivate Ganja required for consumption in this Province or for export.

Contractor may cultivate Ganja under Patta.

(3) The form of Patta and the rules to be observed in connection therewith, shall be as set forth in form B appended to these Rules.

Patta.

(4) Applications for land for the cultivation of hemp (Ganja) should state whether it is intended to raise the plant for Ganja or for fibre. These applications should be made to the Amildar of the Taluk, who after satisfying himself as to the respectability of the applicant, will submit the usual report to the Deputy Commissioner, by whom if no objection exists, it will be forwarded to the Excise Commissioner for the issue of a special Patta in the form prescribed in these Rules.

Applications for land.

(5) The Taluk and village officials will be held primarily responsible for any clandestine cultivation of Ganja, and severe notice will be taken of any negligence. When clandestine cultivation is discovered, the Officer of Government investigating the case shall, in the presence of a Panchayet, uproot the plants, and hand over the same to the custody of the village Potail or nearest Police Station for safe keeping and production as evidence before a Magistrate, when required. It will be the duty of the Taluk and village officials to give immediate information to the officers of the Excise Department of any attempt to evade the rules laid down by the Excise Commissioner and the conditions prescribed in the Patta. Additional vigilance will be necessary at the time the crop is ready to be picked, to guard against its fraudulent disposal.

Responsibility of Taluk and Village Officers defined.

(6) The Deputy Commissioners, Assistant Commissioners and Amildars will explain the Ganja Rules to the ryots, and during the Jamabundy and in their tours, carefully note and punish breaches of these rules.

Duty of Deputy Commissioners &c.

(7) Every application for permission to export Ganja shall be made to the Excise Commissioner. On the receipt of such application, the Excise Commissioner will cause Passes in form C to be prepared in triplicate, and will transmit them to the Collector or other officer empowered in this behalf in Her Majesty's or other Foreign Territory, with a request that he will be good enough to sign and seal the triplicate copies of the Pass and return them to the Excise Commissioner. On their arrival, the Excise Commissioner will countersign and seal them. The original will be retained for reference in the Excise Commissioner's office, the duplicate will be delivered to the applicant to accompany the drugs in transit, and the triplicate will be sent to the Collector or such other officer as aforesaid, with a request that he will note on it the date of the arrival of the drug, and return it to the Excise Commissioner, retaining in his office for reference and check the accompanies the drug.

(7) Export of Ganga.

(8) When it is deemed necessary to import Ganja into Mysore, a pass in form D, shall issue in duplicate. The original pass shall be signed and sealed by the Excise Commissioner in Mysore, and shall be sent to the Collector or other officer powered in this behalf in Her Majesty's or other Foreign Territory, who will asked to fill in the required particulars, and seal, countersign and return the ginal to this Office, and hand over the duplicate to the Importer to be nsmitted with the drugs into Mysore. Stock shall be taken on arrival here, contents of the Pass checked and brought to book in the Central Distillery pôt, by the Officer in charge; and the original pass shall be receipted and urned by the Excise Commissioner to the Officer in the Territory whence drug was imported.

(8) Import.

(9) To secure the duty leviable on the drugs imported, exported and consumed in Mysore, the following rules are framed:—

(9) Realization of duty.

(*a*) As the wholesale vend of Ganja is framed out by the Mysore Government, no one shall be permitted to import or sell the drug or any preparation thereof, except the Government Farmer, or other person authorized by e Excise Commissioner for, and in behalf of Government, in case the Farmer d the duly licensed wholesale and retail vendors fail to act up to their gagements.

(*a*) Restriction on import, e and preparation.

(*b*) The drug imported as per clause (*a*) above, shall be considered to be in bond till disposed of as hereinafter specified.

Restriction on imported ug.

(*c*) The Farmer or Contractor as wholesale Vendor shall pay duty at six annas per seer of 24 Tolas on Ganja, and two annas per seer of 24 Tolas on Majum sold by Licensed Wholesale Vendors to persons duly licensed to sell by retail; nd until section 16 clause (*a*) of the Excise Act is amended so as to include lso the farming of fees on wholesale vend, such duty shall be taken to be fees eviable on such wholesale Licenses issued under section 55 clause (*b*) of the Excise Act; and the aforesaid rates of duty or License fee shall be considered o be fees on wholesale vend. The period for which the Farm is granted, the ime and place of payment of fees, and the security to be given by the Farmer with other conditions shall be as set forth in the Agreement appended hereto, narked E, and the farmer as wholesale Vendor shall further abide by the reservations and restrictions imposed in the rules now framed, or which may hereafter be framed under section 55 clause (*g*) of the Excise Act.

Rates of duty payable by holesale Vendors.

(*d*) To prevent as far as possible bulk being broken and the drug disposed of *en route*, the following precautions shall be taken:—All Ganja exported, imported or transported shall, in addition to being covered by passes, be effectually secured and sealed. If sent in gunny bags, a Government seal shall be affixed along the seams at intervals of two inches. If sent in boxes, the lids shall be nailed down, and a tie of wire passed round and across, and so let into grooves in the wood, as to prevent shifting, the knot should be countersunk, waxed and sealed with a legible Government seal.

How bulk shall be secured.

(e) Any difference over the contents specified in the pass shall be attached by any Excise Officer and confiscated by the Excise Commissioner. On any quantity below that entered in the pass, the full market value of the drug shall be recovered from the party to whom the drug is consigned, and credited to Government.

Disposal of difference over or below the contents of Pass.

PART III.

3. Under section 12 clause (d) of the Excise Act, the following rule is framed.

(1) No one, unless duly authorized by a written order under the seal and signature of the Excise Commissioner, shall purchase Ganja from any one permitted to cultivate the same under these Rules.

Orders to purchase from cultivators.

PART IV.

4. The following rules are framed under section 13 of the Excise Act :—

(1) The sale of Ganja and its preparations shall be restricted to the Farmer appointed by Government, and who has executed an agreement (vide appendix E) or to the nominee specially appointed by Government, in case the former fails to act up to his engagements, and to persons holding Licenses for the wholesale and retail vend thereof. The License Rules framed in this behalf shall be as set forth in forms F, and G, hereto appended.

Sale of drugs.

PART V.

5. To insure the prompt disposal of all cases falling under sections 14 and 15 of the Excise Act, the following rules are framed under these sections and under section 55, clause (g) of the said Act ;—

(1) In cases where retail License fees are not directly levied, and when the License is cancelled, the amount of remission under section 14 shall be a sum equal to 20 per cent of the net monthly income of the License Holder, struck on the rates prescribed by Government; and the compensation for default of notice under the same section, shall not exceed a sum equal to twice the above proportion of the net monthly income.

Rates of remission and compensation.

(2) When the License is surrendered by the Holder, the amount demandable by Government under section 15 shall not exceed a sum equal to six times the above proportion of the net monthly income.

Claim of Government when license is surrendered.

(3) Licenses shall invariably be cancelled on conviction before a Magistrate in the following cases :—

When Licenses to be cancelled.

(*a*) Sale or possession of bad or adulterated drugs ;

(*b*) Use or possession of false scales and weights ;

(*c*) Sales at unauthorized rates ;

(*d*) Sales of illegal or contraband items ;

(*e*) Keeping or producing false accounts involving fraud.

All other cases shall be disposed of departmentally through the Amildars in the manner laid down in Part VII of these Rules, the question of cancelling Licenses will be dealt with on the merits of each case by the Excise Commissioner.

(4) When a shop becomes vacant by the death of the License holder, by the surrender of the License, or by its cancelment by Government for the misconduct of the holder the following order shall be observed by Amildars in the selection of a new License holder :—

Mode of selection of persons to take up vacant shops.

1st. The heir-at-law.

2nd. The Vendor.

3rd. A permanent inhabitant of the Town or village.

4th. A permanent inhabitant of adjacent villages or of the Taluq Kasbah.

When suitable persons of the above description cannot be found, an outsider shall not be appointed without the previous approval of the Excise Commissioner.

(5) Before the issue of a License, the Amildar should ascertain that the Candidate, if not already residing in the town, village or locality where the shop is situated, is prepared at once to do so.

PART VI.

6. The following rules are framed under sections 20, 22 and 55 clause (*g*) of the Excise Act to regulate the form in which Licenses or Passes shall be granted to persons possessing or transporting intoxicating drugs, for the supply to License vendors of such drugs, or for their own use :—

(1). All drugs shall be obtained by Licensed wholesale vendors from the Provincial Head Quarter Depôt at the Central Distillery on written applications made through the Farmer or Contractor by the License Holder. All such applications shall be embodied in printed forms, and produced with a list from the Contractor or Farmer to the Supervisor in charge at the Distillery, where they will be retained, after compliance, for record and reference by the Contractor's agent authorized in this behalf.

Drugs to be obtained from the Central Distillery Stores.

(2) The drugs transmitted to Licensed wholesale vendors under rule 1 shall be covered by a Pass in Form H, if sent by the Contractors from their Provincial Head Quarters Depôt to any of the Depôts of the Bangalore District, or from any Depôt at any other District Head Quarters, if so authorized by the Excise Commissioner, to any of the outlying Depôts in the same District; and in form I, if sent from Provincial Head Quarters Depôt at Bangalore to any of the Depôts in the outlying Districts. To prevent complications in accounts, the stock of drugs sent to any District from the Provincial Head Quarters Depôt at Bangalore, shall not be afterwards transferred to another District under any circumstance whatever. When transferred from a District Head Quarters Depôt established with the special sanction of the Excise Commissioner, to a Taluk Depôt in the same District, the Assistant Supervisor or Tester of the District or Range shall sign the certificate at foot of the Contractors' Pass, after duly weighing the drugs before despatch.

Drugs transported to be covered by Passes.

(3) All Retail License Holders shall purchase drugs from the wholesale Depôts attached to the District in which they reside, and not from elsewhere under any pretext whatever, and all such purchases shall be covered by a Pass in form J.

Purchases by retail vendors where and how to be made.

(4) Any Medical practitioner holding a Ganja License which is to be granted free, may purchase Ganja from a Retail License holder up to one Seer for *bona fide* use in medical preparations and prescriptions, but not for sale in its crude state as an ordinary Retail License holder sells. If the quantity be in excess of 3 tolas and up to 24 Tolas, he shall obtain a Pass in form K, from the Retail License Holder, sealed and signed by the Excise Assistant Commissioner. The number and date of sales on these Passes shall be duly booked in the retail shop accounts, and the counterfoils kept by the Retail License Holder to support the same.

Purchases by Medical Practitioners from whom and how to be made.

(5) Any private individual may also obtain Ganja from a Retail License Holder for his *bona fide* private use, but not for sale, under cover of a Pass in Form L, up to the limit of 24 Tolas

Purchases by private individuals from whom and how to be made.

(6) Passes obtained under clauses 4 and 5, shall, if required, be produced on demand of an Excise Officer to verify the legal possession thereof; and they shall not be tenable for more than 3 months. If that period be exceeded, the drugs will be considered contraband, and the possessor punished under the Rules in force unless the Pass be renewed.

Limitation of Passes granted under clauses 4 and 5.

PART VII.

7. The following rules are framed under clause (*g*) section 55 of the Excise Act, to define the powers and duties of certain officers in connection with the work of the Excise Department.

(1) The Excise Commissioner shall have power to direct the closing of all shops which may appear to him to be in excess of the number required in any locality, also the transfer of existing shops from one locality to another.

Powers of Excise Commissioner.

(2) The particular shop or shops to be closed or transferred will be decided by the Excise Commissioner in communication with Amildars through the Excise Assistant Commissioner.

(3) When the Excise Commissioner is of opinion that a reduction in the number of Ganja shops is required below the complement fixed for 1888—89, the contractor shall, with the sanction of Government, and in accordance with section 18 of the Excise Act, be granted compensation if he has sustained loss in consequence of such reduction, but not otherwise. The compensation shall be calculated as follows :—

The guaranteed contract amount shall be divided by the number of shops, and the quotient shall represent the value of each shop for the year. The compensation to be awarded shall not exceed the value per shop so obtained, and shall be determined at the rate of 1 anna and 6 pies per seer for the period the shop was closed, based upon the sales for the period the shop was open during the year in which the reduction takes place.

(4) When it is recommended to the Excise Commissioner that a shop should be opened for the first time, or after a considerable lapse of time, in a locality where no shops exist, or that an additional shop should be opened in any locality, he will make the necessary enquiries from the Amildar through the Excise Assistant Commissioner, and if it appears desirable to establish such new shop, the Excise Commissioner will direct the Amildar to issue a license in accordance with the rules herein laid down for his guidance in the selection and appointment of candidates.

A statement of Licenses thus issued will be forwarded monthly for the information of the Deputy Commissioner as provided for in sub-rule (17) following.

(5) The District Magistrate shall have the power to close temporarily any shop or shops on the requisition of the Military authorities or Taluk Magistracy, when troops are on the march or when a breach of the peace is apprehended. In such cases the Contractor shall not be entitled to any compensation.

Powers of District Magistrate.

(6) Amildars as Taluk Magistrates shall on emergency have the power to close temporarily any shop or shops without reference to the District Magistrate, on a written requisition from the Military authorities when troops are on the march, or when a breach of the peace is apprehended. In such cases also, the Contractor shall not be entitled to any compensation.

Powers of Amildars as Taluk Magistrates.

(7) Amildars shall have authority to comply with all applications for the renewal of yearly licenses within their Taluks, and the holders will in the meantime be permitted to continue to vend without interruption. When it is doubtful for any reason whether a license should be renewed, the circumstances should be reported to the Excise Department for orders.

(8) Amildars shall have authority to comply with all applications fro License Holders to appoint a Vendor, or for a change of Vendors, or for pe mission to alter the local position of shops in the same village.

(9) When a License Holder desires to change his shop from one village to another, the application should be submitted for the orders of the Excise Department by the Amildar with his opinion.

(10) When there is reason to suspect that elicit practices are being carried on by a License Holder or by a Vendor, an additional Vendor may be appointed by the Amildar and the result reported for the further orders of the Excise Department.

(11) In cases of delay in granting Licenses for new shops under Rule (4) the Amildar may issue permits to vend to the proposed License Holder. Such permits may also be issued when necessary, when a shop becomes vacant by the surrender or by the cancelling of a License for misconduct, or by the death of the Holder, or in cases falling under Rule (12) following.

(12) When a License Holder or Vendor absents himself from his duty and thereby causes inconvenience to the public and loss to Government and the Contractors, the Amildar will lose no time in appointing a suitable substitute, and in reporting the arrangements he has made to the Excise Commissioner's office. If the License Holder or Vendor fails to give a satisfactory explanation for his absence, he will be liable to have his License withdrawn, and also to be punished under Section 42 of the Excise Act.

(13) No one shall be appointed as a License Holder or Vendor who is directly or indirectly connected with the contractors or their agents or wholesale Vendors, or who is a notoriously bad character.

(14) No Village or Taluk official or other servant of Government or his relatives shall directly or indirectly have any connection with a Wholesale or Retail shop.

(15) Not more than one shop shall be held by members of the same family, and where this now exists, other persons unconnected with the present incumbents should be recommended by the Amildar, and furnished with permits to vend, pending orders to transfer the License from the Excise Commissioner's office.

(16) There is no objection to drugs being vended in the same shop by a dealer in dry goods or by a tobacconist, but they should not be sold in a sweatmeat bazaar, or where any prepared food is offered for sale. Ganja and Opium may be sold in the same shop, as provided for in clause (2) Rule 9 following.

(17) Amildars shall, by the 15th April of each year, furnish the District Magistrate with a list of shops existing and newly opened, wholesale as well as Retail, giving the number of the License, the names of the License Holder and Vendor, and the name of the town or village in which the shops are situated. A duplicate of this list shall be furnished by the same date to the Excise Assistant Commissioner. Supplemental lists should be sent thereafter by the Amildar monthly to both of the above officers in cases of new shops opened, or when changes of Vendors or localities of shops are sanctioned.

(18) As provided for in Sections 13 and 39 of the Excise Act, and with reference to Part V—sub-rule (3) of these Rules,—all offences which do not involve criminal intent or fraud, may be disposed of departmentally by Amildars after summary enquiry, by warning, fine or suspension of License. The file is to be sent without delay, through the Assistant Commissioner, to be laid before the Excise Commissioner, who shall have authority to confirm, modify or cancel the orders passed.

8. The following rules framed under Section 55 clause (*g*) of the Excise Act, shall be observed by the Farmer or Contractor in addition to those laid down in the agreement framed under clause (*c*) sub-rule (9) Part II of these Rules.

Sale of Ganja restricted to Retail License Holders.

(1) Under Section 12 clause (*d*) of the Excise Act, the Contractors shall sell Ganja and its preparations only to Retail License Holders or their Vendors, and they or their agents or their employes shall not interfere or be connected with, the said License Holders or their Vendors, or give to or receive from them any remuneration whatever.

Ganja and Majum sold to be of good quality.

(2) The Ganja and Majum and other preparations thereof sold, shall be of good quality, not adulterated, not black or old, or such as may have lost their medicinal virtues. The Ganja must be without stalks, which should be removed before issue to Retail License Holders and Vendors, failing which good Ganja of equivalent weight should be given for the stalks when returned by Retail Vendors. Powdered Ganja to the extent of only 5 per cent of the quantity purchased shall be taken by the Retail License Holders and Vendors, and no more. Such powdered Ganja may be made up by the Retail License Holders and Vendors into *Halva*. All Ganja powder over 5 per cent, of the quantity in stock or bad Ganja of the description above indicated, which is found at the Distillery, the Depôts or Retail Shops, shall be attached by the Excise Department, and with the sanction of the Excise Commissioner, burnt. The contractors shall not import into the Province, nor purchase from the local cultivator, nor sell to the public, Ganja which is more than 18 months old.

Contractors to keep Provincial Stock at the Central Distillery.

(3) The Contractors shall always keep the whole of the Provincial stock at the Bangalore Central Distillery and no where else, such Provincial Stock not being less than two months' supply, exclusive of a supply for one month which shall be retained at each wholesale Depôt in the Province; in default of which they shall pay compensation to Government and Retail Dealers, (*if any loss be sustained by the latter*), at the rates prescribed, and to the extent of such "short" or no stocks at the Distillery and wholesale Depôts. The compensation to Government shall be calculated on the wholesale rates of vend, and for retail dealers on the difference between wholesale and retail rates.

Stock at a Warehouse or District Head Quarters Depôt.

(4) If a Warehouse or a District Head Quarters Depôt be established, the stock thereat shall be enough to provide a supply equal to two months' demand for the wholesale Depôts depending thereon, and this stock shall be over and above that required to be maintained at the Distillery and at the subordinate wholesale Depôts, under the preceding rule (3).

(5) The fees (*inclusive of local cess*) on wholesale vend, and the prices, wholesale and retail, of Ganja and Majum per seer of 24 Tolas for the whole Province shall be fixed for the next three years from 1st April 1889 as specified below :—

Rates of fees on wholesale vend &c., wholesale and retail prices.

Name of Drug.	Rate of fee on Wholesale vend.			Wholesale price.			Retail price.		
	Rs.	As.	P.	Rs.	As.	P.	Rs.	As.	P.
1. Ganja per seer of 24 Tolas ...	0	6	0	0	10	0	0	13	0
2. Majum or any other preparation of Ganja (except halva) per seer of 24 Tolas.	0	2	0	0	4	0	0	6	0

(6) The Contractors shall render monthly, on or before the 10th of the month following that to which it relates, a true and correct account, in duplicate, of the sales at the wholesale Depôts, to the Excise Commissioner through the Assistant Commissioner in charge of the Distillery, and always and at all times allow the Officers of the Excise Department free access to each and every Depôt, and warehouse, and to all the accounts kept by the contractors, which shall all be true and accurate, and kept and rendered in the forms prescribed by the Mysore Government. For the purposes of this contract the Contractor shall also open an account at the Provincial Head Quarters Depôt, Bangalore Distillery, showing in detail the prime cost of the drug, cost of carriage by cart and rail, other charges if any, and total cost of drugs and cost per maund. The number and date of transport or import pass shall be quoted, and each item duly vouched for with original receipts &c., duly numbered. The cost of establishment, contingencies &c., shall also be given monthly in detail. A copy of this account shall be furnished monthly to the Excise Commissioner through the Assistant Commissioner in charge of the Distillery, and the original accounts with vouchers shall be kept at the Provincial Head Quarters Depôt at the Bangalore Distillery, for reference when required by the Excise Department.

Contractors to render accounts of sales at wholesale Depôts.

Cost price.

(7) The wholesale Depôts shall be provided at the contractors' cost with correct scales and weights, the latter being duly stamped by Government.

Wholesale Depôts to be provided with scales and weights, at contractors' cost.

(8) Disorderly conduct and irregular transactions at the wholesale Depôts shall not be permitted by the Contractors, their agents or employes; and all such employes shall, fifteen days after the agreement is signed by the Contractors, enter into engagements with the Contractors to abide by the spirit and letter of the conditions entered into by the Contractors with Government

Contractors' Agents to enter into engagements with Contractors.

and of the Laws and Rules in force; and such engagements shall be deposited for each District in the Deputy Commissioner's Office by the 20th of the said month without fail. Such employes shall take out wholesale licenses, if employed to sell the drugs or sign permits for the Contractors.

Who License Holders may be employed as wholesale Ganja Vendors.

(9) With the permission of the Arrack Renters, all wholesale License Holders and Vendors of Arrack may be employed as wholesale Vendors of Ganja, and paid a commission on the sales not exceeding ½ anna per seer of Ganja sold by them.

Stock on hand at the close of Contract to be made over to the new Contractors.

(10) The Ganja and Majum remaining on hand, on the 1st April 1889 and 1892 at the Provincial Head Quarters Depôt, and at all wholesale Depôts, shall be made over, if of good quality and fit for use and not more than eighteen months old, nor containing more than 5 per cent powder, to the new Contractors who shall take over not less than two months, stock calculated on the average sales in the Province for the previous twelve months, and such further quantity thereof as they may wish to take, provided the Excise Commissioner approves of the quality of the drug. The price shall be fixed at the average rate struck on the total rates entered in the accounts of the past year as kept under clause (6) Rule (8) Part VII of these Rules, plus interest at 12 per cent per annum on the value of the drug so transferred. Any surplus stocks that may still remain in the hands of the old contractors shall be ascertained by the Excise Commissioner through the Excise Assistant Commissioner, and a notice served for its removal within one months' time after the close of the old Contract and under an export Pass. A security bond shall be taken from the old Contractor to protect Government interests for the time the drugs remain in his possession. On failure to comply with such notice the drugs shall be confiscated to Government or otherwise disposed of as the Excise Commissioner may direct.

Old Contractors to make over scales and weights to new Contractors.

(11) The old Contractors shall make over, and the new Contractors shall take over all scales and weights at the Provincial Head Quarters and at other Depôts, if correct and in good order, at a valuation to be fixed by the Assistant Commissioner in charge of the Distillery and approved of by the Excise Commissioner.

Old Contractors not to sell to Retail Vendors more than the average required during the closing month of Contract.

(12) The old Contractors and the Wholesale Vendors shall be prohibited from inducing the Retail Vendors to purchase more than the average quantity likely to be required by the latter during the last month of the contract. This rule shall be strictly enforced.

Ganja contained in any preparations to be duly exhibited in contractors' and retail dealers' accounts.

(13) The quantity of Ganja contained in any of the preparations thereof made and sold, shall be duly exhibited in the accounts of both the Contractors and the retail dealers. The stocks of Ganja and Majum and other preparations made and sold shall be separately accounted for as Ganja, Majum, &c., in the form K, prescribed for Contractors as wholesale dealers, and in form L for Shop-keepers as retail Vendors.

(14) The new Contractor shall be bound to make his own arrangements for the requisite supply of Ganja required by him to go on with his Contract, apart from the provision made in sub-rule (10) above.

New Contractor to make his own arrangement for supply of Ganja.

9. The following rules are framed under clauses (*a*), (*b*), (*c*) and (*f*) of section 55 of the Excise Act.

(1) The period for which the Contract is granted shall be as specified in the agreement bond E, entered into between the Government and the Contractors.

Duration of Contract or Farm.

(2) No fees shall be levied for licenses for the Retail Vend of Ganja, except in the Towns of Bangalore and Mysore, where a fee of Rupees 3 and Rupee one per mensem respectively, shall be charged for each License. Licenses for the Vend of Opium shall be granted, without any restriction, to persons holding Ganja licenses, and *vice versa*. The sale of the two drugs being in the hands of one party, the total number of shops at each place will be reduced to meet local requirements, and to secure an adequate income to the License Holders.

Fees for Retail Vend of Ganja where to be levied.

(3) The security to be given by the Contractors shall be equal to one fourth of the annual contract amount as set forth in their Agreement, form E.

Security from Contractors.

(4) All drugs confiscated by a Magistrate under the Excise Act, or by any other authority shall be dealt with under the following sub-rules.

Disposal of things confiscated.

(*a*) Confiscated drugs of bad quality or in bad condition, and unfit for use whether from age or other causes shall be burnt. If fit for use as to quality and condition, they shall be brought to book at the Central Distillery, Bangalore, and then sent under Pass to the nearest wholesale Depôt to be there sold to the Contractors at such rates as may be approved of by the Excise Commissioner, based on the cost of drugs as entered in the Contractors' accounts. The net proceeds of sale of such confiscated articles shall be credited to Government, unless, (in cases dealt with by a Magistrate,) the whole or any part of he proceeds has been awarded to an informer or an Officer of the Excise Department through whose exertions a conviction has been obtained.

(*b*) In all cases, a Panchayet consisting of two Retail License Holders or Vendors of drugs and three consumers shall decide on the good or bad quality of the drugs and their fitness for human consumption.

(5) Instructions regarding the duties and powers of Officers of the Excise Department are detailed in appendix M. The Contractors, Wholesale and Retail Vendors, and all those concerned shall accede to requisitions made by such Excise Officers when engaged in carrying out the said instructions.

Duties and Powers of Excise Officers.

(6) It shall be within the meaning of Section 34 of the Excise Act that the aid to be afforded by the Police to Officers in the Excise Department shall extend to taking charge of, and keeping in safe custody, pending the orders of a Magistrate or

Aid to be afforded by the Police.

of any Officer of the Excise Department of and above the rank of Tester all articles seized under this Act which may be delivered to the Police; and also to allowing any Officer of the Excise Department of and above the rank of Tester, who may accompany such articles to the Police Station, or who may be deputed for the purpose by his superior officer, to affix his seal to such articles, and to take samples of and from them. All samples so taken shall also be sealed with the seal of the officer in charge of the Police Station.

Punishment of parties offending against these Rules.

10. Parties offending against these Rules are liable to prosecution under the Excise Act XXII of 1881, as amended by Act VI of 1885, and the Rules framed thereunder.

11. For information, guidance and ready reference, the forms of Licenses, passes, accounts, returns and other appendices referred to in the foregoing rules are appended below in serial order :—

A. Description of Ganja and its preparations as used in Southern India.

B. Patta for the cultivation of Ganja hemp.

C. Export Pass.

D. Import Pass.

E. Ganja Farmer's Agreement.

F. Wholesale Ganja License.

G. Retail Ganja License.

H. Contractors' Pass for drugs transmitted from the Provincial Head Quarters Depôt to the Depôts in the Bangalore District.

I. Contractors' Pass for drugs sent to the Depôts in the outlying Districts.

J. Pass for purchases by Retail Vendors.

K. Pass to Medical Practitioner from Retail License Holder.

L. Pass for purchases by private individuals.

M. Duties and powers of Excise officers.

N. Wholesale Depôt Ledger.

O. Monthly detailed account of wholesale Depôts.

P. Monthly Abstract account.

Q. Retail shop account.

R. Tester's Abstract Monthly Statement.

S. Quarterly Abstract to be sent to Head Supervisor.

T. Tester's Diary of Visits.

Central Jail Press, Bangalore.—31-12-89—35.

Appendix A.

CLASSIFICATION AND DEFINITION OF THE TERM GANJA, ITS ADMIXTURES, &c.

HEMP. There are numerous varieties of *Indian Hemp*, for instance, that alluded to by "Buchanan" as "*Indian Hemp*," is the production of the *Crotolaria juncea*, from the fibre of which the Goni-bags of Commerce are made; and other kinds. The *Indian Hemp* referred to in the Ganja Rules is the *Cannabis Sativa* of *Linn. N. F. Urtricaceæ* of the Pharmacopœia. *Hindustani Ganja*,—*Canarese Bangi-Soppu*,—*Tamil Ganja-Yelle*,—*Telugu Bangy aku*. The intoxicating products of the plant are known as—

(1). *Ganja*. The flowering tops of the female plant from which the resin has not been removed, pressed and dried, also the whole plant. The plant is cut during inflorescence, with the resin carefully preserved on the leaves. When not pressed, in some places, it is exposed to the sun for three days and then made into bundles each containing twenty-four plants.

(2). *Churrus* is the concentrated resin exudation* collected from the leaves, slender stems and flowers.

(3). *Bhang*, as known in Mysore, is Ganja consisting of a mixture of the leaves and capsules, without the stalks, saturated with water, brought to the boiling point; the water is then thrown away, the mixture strained, and the dregs ground with pepper, and made up into balls. One tola dissolved in jaggory-water, milk, or expressed juice of the cocoanut, will ordinarily suffice for a drink for 6 men. *Bhang* is made as needed daily.

(4). Majum is a condiment made with Ganja-powder, in the following proportions:—

No.	Particulars.	Quantity.	
		By Measure.	By weight.
1	Ganja-powder	0 Seers	20 Seers.
2	Poppy Seeds (Kus-kus)	4½ „	10 „
3	Dalchini	2 „	6 „
4	Anice Seed	4 „	
5	Jaggory (granular-soft will ' ' do) ...	0 „	2 Mds. (80 Seers of 24 Tolas.)
6	Ghee	0 „	3¾ Seers (of 24 Tolas each.)
	Total Maunds nearly		3

The Ganja powder is put into syrup made of jaggory and water and boiled. The water is not thrown away but absorbed. The drugs are then boiled with Ghee and the other ingredients added to make majum.

(5). *Halva* is also a condiment, and like the preparation *Majum*, the expressed juice extracted by boiling the sediment is not thrown away, but the sediment is. In the liquid so obtained jaggory is dissolved and mixed with all-spice and other medicinal ingredients, till it forms a soft paste.

*NOTE.—Men dressed in complete leather suits pass through the Ganja-fields, rubbing themselves against, and brushing roughly past, the plants, early in the morning, just after sun-rise, and when a fall of dew has taken place. When this step has completely covered the skin with the gummy matter from the plants it is scraped off therefrom and forms the Ganja-resin of commerce. There are other ways also: Dr. Macdonald says in his "note-book of Materia Medica:" "either by rubbing the leaves carefully between the palms of the hands and scraping the soft resin from them when enough has adhered; or by rubbing the leaves gently with a cloth, and scraping the resin off it."

(6). *Charas* is roasted Ganja with which "Owlu" (beaten rice), and boiled Bengal-gram (Chena), are mixed with jaggory, and eaten dry.

Character of Ganja :—Tops consisting of one or more alternate branches, bearing the remains of the flowers and smaller leaves, and a few ripe fruits pressed together in flat cakes, several inches wide and long, harsh, of a dusky green color and a characteristic odour.

Analysis :—Cannabin, a resin on which its properties depend and developed only in warm countries, a small quantity of volatile oil, extractive, &c. The resin is of dark-green color, has a fragrant odour, a warm, acrid, and bitter taste and is soluble in alcohol and in either, and in the fixed volatile oils.

Actions and uses :—Narcotic antispasmodic, intoxicant. Like alcohol it produces a variety of effects on different individuals : in one a dull heavy state of pleasant reverie, with a rapid succession of unconnected ideas ; in another a cheerful activity, with giddiness. Taken as an intoxicant in large doses Dr. Augus MacDonald says : "it quickens the "circulation and exhilarates the spirits, producing a "kind of mirthful or extravagant delirium, during "which its victim alternately laughs, cries, sings, dan-"ces or craves for food, all the while believing himself "to be in a normal state of mind. Sometimes, how-"ever, it makes its victim ill-tempered, violent, and "pugnacious. It usually produces an inordinate appe-"tite for food, and acts powerfully as an aphrodisiac. "In medicinal doses, it acts upon the cerebro—spinal "system, causing, in moderate doses, exhilarations of "spirits, a kind of inebriation and hallucination followed by confusion of intellect and "tendency to sleep ; in large doses it causes stupor. After the primary effects of a "full dose have passed off, the patient is said to be left in a state of catalepsy." Dr. Milne adds that it alleviates pain and subdues spasm, and for this purpose it has been given, but with extremely variable results (it may be owing to inert specimens of it) in neuralgia, chronic rheumatism, painful menstruation, infantile convulsions, hydrophobia, and tetanus. In the latter disease a few striking cures have been achieved, but in other cases it has failed. Spasm and spasmodic coughs are frequently relieved by it ; and some obtain sleep from it who are debarred the more certain soporific opium, owing to its evil effects. "It differs from opium in its effects, chiefly in not contracting the pupil, and in not causing loss of appetite, dry tongue, or constipations." In uterine hæmorrhage it often arrests the flooding and it relieves the pain in dysmenorrhœa.

Extract half a grain to a grain cautiously increased to 4 or 5 grains according to the purity of the drug and the condition of the patient. Of the tincture ten minims cautiously increased to a fluid drachm, repeated at short intervals until the desired effects are produced. When administered in an aqueous vehicle, it requires mucilage to suspend it. The effects must be carefully watched lest the patient should injure himself whilst mentally incapacitated by it, as sometimes happens, Antimonials Salines, a blister to the nape of the neck, &c., may be employed to control its violent action.

Agricultural and Commercial.

Dr. Balfour in his Cyclopedia (pages 43 and 44) says "The Hemp plants grow "in Persia, Syria, Arabia, and *throughout* India. *In* "*some places for its fibre*; in others, and generally, for "its intoxicating products. In Kangara and the Punjab it *grows spontaneously* and in "*abundance everywhere* in the sub-mountain tracts in the Sutlej Valley, between Ram-"poor and Sanganam, at an elevation of 3,000 to 7,000 feet, *but is cultivated for the* "*fibre only*, in the eastern portions of Kangara and Simla Hills. In 1859 an experi-"mental consignment of two tons of Himalayan Hemp was valued in the English "market at from £30 to £32 per ton. The price at Lahore is about £15 to £16 "per ton."*

Botany. It is an annual, generally dicecious—*Root*, white, fusiform. *Stem* three feet to six or more feet high, erect, simple when crowded, branched when growing apart, angular, pubescent. *Leaves*, on long weak petioles, opposite or alternate, digitate, scabrous, leaflets 5 to 7, narrow, lanceolate, sharply serrated. *Stipules*, subulate. *Inflorescence*, males, racemose ; females in spikes. *Fruit*, ovate, one celled, with a solitary seed.

*NOTE.—Italics specially made to attract the attention of Revenue Officers. The information for the 1st part of these notes was called from Dr. Alexander Milne's "Manual of Materia Medica and Therapeutics" 2nd edition p. 49 and Dr. Augus MacDonald's "note book of Materia Medica." Pages 522 and 523.

Appendix B.

Ganja Cultivator's License or Patta.

From the Amildar of ————Taluk,————District.

Under the Ganja Rules, in force, license is hereby granted to———— of the village of————in the Taluk of————whereby authority is given to cultivate hemp and to raise the drug known as ganja, in the land No.——attached to the holding of the said ————and containing——acres and————guntas, and assessed at Rs.————on the following conditions:—

I. The quantity of ganja prepared shall be intimated to the Shanbhog and the Patel of the village, in whose presence it shall be weighed and its disposal duly and correctly accounted for.

II. Within one month after preparation ordinarily, or within 3 months after preparation with the previous sanction of the Deputy Commissioner, the ganja raised must be sold to the Government contractor at a fair valuation, or exported under a Pass in Form C. Otherwise the ganja will be confiscated and sold by Government.

III. The license-holder may, if he so desires, retain for his own private consumption ganja not exceeding 14 lbs. under a pass issued by the Amildar, provided that the area of land cultivated with hemp is not less than 1 acre. Otherwise, no allowance shall be made for home consumption. The license-holder shall not sell or otherwise dispose of the ganja allowed to him for private consumption under this rule.

IV. This license or patta shall continue in force for one year, that is, from————to————, and any breach of the conditions contained therein or of the Excise Act or of the rules framed thereunder shall render the license-holder liable to the penalties prescribed in the said Excise Act and to the confiscation of the whole of the drug involved.

V. This license or patta shall be returned to the Amildar after the time specified in the above paragraph has lapsed, and that officer shall endorse on it how the ganja raised has been disposed of. If the license-holder fails to return the license as aforesaid, he will be liable to prosecution under the Excise Act.

Given under my hand and seal this————day of————18 .

Amildar of————Taluk.

ORIGINAL.

APPENDIX C.

No.
ನಂಬರ್.

Form of Passport countersigned for the Export of Ganja by the Deputy Commissioner of District.

Permit to pass from the to
in the District of the undermentioned drugs:—

ಗಾಂಜಾ ರವ್ವು ಗಾಗಿ ಡಿಸ್ಟ್ರಿಕ್ಟ್ ಡೆಪ್ಯುಟಿ ಕಮ್ಮಿಷನರಿಂದ ಕೌಂಟರ್ ಸೈಕ್ ಮಾಡಿಸಿ ಕೊಡಲ್ಪಟ್ಟ ಪ
ನಮೂನೆ.

ದ ಇದರಲ್ಲಿ ಕಂಡ ಸರಕುಗಳನ್ನು ಅನ್ಯರಾಜ್ಯವಾದ
ಡಿಸ್ಟ್ರಿಕ್ಟ್‌ಗೆ ಬೇರಿದ ಕ್ಕೆ ಸಾಗಿಸಲು ಅವಕಾಶ ಕೊಡತಕ್ಕದ್ದು.

Name and residence of the Ganja License Cultivator or owner. ಲೈಸೆನ್ಸ್ ಪಡೆದ ಗಾಂಜಾ ಸಾಗುವಳಿದಾರ ಅಥವಾ ಸ್ವಂತಗಾರನ ಹೆಸರು ಮತ್ತು ವಾಸಸ್ಥಳ.	Name of the person in charge of the Ganja in transit. ದಾರಿಯಲ್ಲಿರುವಾಗ್ಗೆ ಗಾಂಜಾ ಕಸ್ಟಡಿಗೆ ಬಜವಾದ ವರಾಗಿರುವವನ ಹೆಸರು.	From where sent, Village and District. ಎಲ್ಲಿಂದ ಕಳಿಸಲ್ಪಟ್ಟಿತೋ ಆ ಗ್ರಾಮ ಮತ್ತು ಡಿಸ್ಟ್ರಿಕ್ಟ್.	To where sent, Village and District. ಎಲ್ಲಿಗೆ ಕಳಿಸಲ್ಪಟ್ಟಿತೋ ಆ ಗ್ರಾಮ ಮತ್ತು ಡಿಸ್ಟ್ರಿಕ್ಟ್.	Means of Conveyance. ಸಾಗಿಸಲ್ಪಡುವ ರೀತಿ.	Quantity in maunds of ಮಣ 1ಕ್ಕೆ ಆಗುವ ಪರಿಮಾಣ.	Price ಕ್ರಯ.		Time allowed in transit. ಸಾಗಿಸಲ್ಪಡುವ ಬಗ್ಗೆ ಕೊಡಲ್ಪಡುವ ಕಾಲ.	REMARKS.
						Rs. ರೂ.	As. ಆ.	P. ಪೈ.	
1	2	3	4	5	6	7			8

Dated 189 .
ತಾರೀಖು ಇವ್ ರ .

Collector of

Collector's Seal.
ಕಲೆಕ್ಟರ್ ಮೊಹರ್.

ಕಲೆಕ್ಟರ್

Countersigned.
ಯಥುರು ರುಜು ಮಾಡಲ್ಪಟ್ಟಿತು.

Deputy Commissioner's Seal.

Dated 189 .
ತಾರೀಖು ಇವ್ ರ .

Deputy Commissioner, District.

ಡೆಪ್ಯುಟಿ ಕಮ್ಮಿಷನರ್,
ಡಿಸ್ಟ್ರಿಕ್ಟ್.

*Note.—One tolah equals one Rupee (180 grains Troy) in weight.
*ಟಿಪ್ಪ.—ತೊಲಾ ಒಕ್ಕೆ ಒಂದು ರೂಪಾಯಿ ತೂಕ. ಟ್ರಾಯಿ ತೂಕದ ಒಂದು ಗ್ರೈರ್ಜಿಗಳಿಗೆ ಸಮನಾಗಿರುತ್ತೆ.

DUPLICATE.

APPENDIX C.

No.
ನಂಬರ್.

Form of Passport countersigned for the Export of Ganja by the Deputy Commissioner of District.

Permit to pass from
n the District of

to
the undermentioned drugs:—

ಗಾಂಜಾ ರಫ್ತಿಗಾಗಿ
ವಮೂನೆ.

ಡಿಸ್ಟ್ರಿಕ್ಟ್ ಡೆಪ್ಯುಟಿ ಕಮ್ಮಿಷನರಿಂದ ಕೌಂಟರ್ ಸೈನ್ ನಿಸಿ ಕೊಡಲ್ಪಟ್ಟ ರಹದಾರಿ

ಡಿಸ್ಟ್ರಿಕ್ಟ್‌ಗೆ ಸೇರಿದ

ದ ಇದರಲಿ ಕಂಡ ಸರಕುಗಳನ್ನು ಅನ್ಯರಾಜ್ಯವಾದ
ಕ್ಕೆ ಸಾಗಿಸಲು ಅವಕಾಶ ಕೊಡತಕ್ಕದ್ದು.

Name and residence of the Ganja License Cultivator or owner. ಲೈಸೆನ್ಸಿ ಪಡೆದ ಗಾಂಜಾ ಸಾಗುವಳಿದಾರ ಅಥವಾ ಸ್ವಂತದಾರನ ಹೆಸರು ಮತ್ತು ನಿವಾಸ.	Name of the person in charge of the Ganja in transit. ದಾಟಿಸಿಕೊಟ್ಟುವವನಲ್ಲಿ ಗಾಂಜಾ ಸಂಬಂಧವಾಗಿ ಇರುವವನ ಹೆಸರು.	From where sent, Village and District. ಎಲ್ಲಿಂದ ಕಳುಹಿಸಲ್ಪಟ್ಟಿತೋ ಆ ಗ್ರಾಮ ಮತ್ತು ಡಿಸ್ಟ್ರಿಕ್ಟ್.	To where sent, Village and District. ಎಲ್ಲಿಗೆ ಕಳುಹಿಸಲ್ಪಟ್ಟಿತೋ ಆ ಗ್ರಾಮ ಮತ್ತು ಡಿಸ್ಟ್ರಿಕ್ಟ್.	Means of Conveyance. ಸಾಗಿಸಲ್ಪಡುವ ವಿಧ.	Quantity in maunds of ಮಣ 1 ಕ್ಕೆ ಆಗುವ ಪ್ರಮಾಣ.	Price. ಕ್ರಯ.			Time allowed in transit. ಸಾಗಿಸಲಿಡುವ ಬಗ್ಗೆ ಕೊಡಲ್ಪಡುವಕಾಲ.	Remarks. ಷರಾ.
1	2	3	4	5	6	7			8	9	
						Rs. ರೂ.	As. ಆ.	P. ಪೈ.			

ated 189 .
ದಿನ ೧೯೯ .

Collector's Seal.
ಕಲೆಕ್ಟರ್ ಮೊಹರ್.

Collector of
ಕಲೆಕ್ಟರ್

Countersigned.
ಯಮರು ರುಜು ಮಾಡಲ್ಪಟ್ಟಿತು.

Deputy Commissioner's Seal.

ated 189 .
ದಿನ ೧೯೯ .

Deputy Commissioner,
District.

ಡೆಪ್ಯುಟಿ ಕಮ್ಮಿಷನರ್,
ಡಿಸ್ಟ್ರಿಕ್ಟು.

*Note.—One tolah equals one Rupee (180 grains Troy) in weight.
*ಷರಾ.—ತೋಲಾ ಒಕ್ಕೆ ೧ ರೂಪಾಯಿ ತೂಕ. ಟ್ರಾಯಿ ತೂಕದ ೧೮೦ ಗ್ರೈನ್‌ಗಳಿಗೆ ಸಮನಾಗಿರುತ್ತೆ.

TRIPLICATE.

APPENDIX C.

No.
ನಂಬರ್.

Form of Passport countersigned for the Export of Ganja by the Deputy Commissioner of District.

Permit to pass from the in the District of to the undermentioned drugs:—

ಗಾಂಜಾ ರಫ್ತಿಗಾಗಿ ಡಿಸ್ಟ್ರಿಕ್ಟ್ ಡೆಪ್ಯೂಟಿ ಕಮಿಷ್ಟ್ರನರಿಂದ ಕೌಂಟರ್ ಸೈನಿಸಿ ಕೊಡಲ್ಪಟ್ಟ ರಹದಾರಿ ನಮೂನೆ.

ದ ಇದರಡಿ ಕಂಡ ಸರಕುಗಳನ್ನು ಅನ್ಯರಾಜ್ಯವಾದ ಡಿಸ್ಟ್ರಿಕ್ಟಿಗೆ ಕ್ಕೆ ಸಾಗಿಸಲು ಅವಕಾಶ ಕೊಡತಕ್ಕದ್ದು.

Name and residence of the Ganja License Cultivator or owner. ಲೈಸೆನ್ಸ್ ಪಡೆದ ಗಾಂಜಾ ಸಾಗುವಳಿದಾರ ಅಥವಾ ಸ್ವಂತದಾರನ ಹೆಸರು ಮತ್ತು ಸ್ಥಳ.	Name of the person in charge of the Ganja in transit. ರವಾನೆಯಲ್ಲಿರುವ ಗಾಂಜಾ ಸಂಬಂಧವಾಗಿ ಜವಾಬ್ದಾರಿ ಹೊತ್ತವನ ಹೆಸರು.	From where sent, Village and District. ಎಲ್ಲಿಂದ ಕಳುಹಿಸಲ್ಪಟ್ಟಿತೋ ಆ ಗ್ರಾಮ ಮತ್ತು ಡಿಸ್ಟ್ರಿಕ್ಟು.	To where sent, Village and District. ಎಲ್ಲಿಗೆ ಕಳುಹಿಸಲ್ಪಟ್ಟಿತೋ ಆ ಗ್ರಾಮ ಮತ್ತು ಡಿಸ್ಟ್ರಿಕ್ಟು.	Means of Conveyance. ಸಾಗಿಸಲ್ಪಡುವ ವಿಧ.	Quantity in maunds of ಮಣ 1ಕ್ಕೆ ಆಗುವ ಪರಿಮಾಣ.	Price. ಕ್ರಯವು.			Time allowed in transit. ಸಾಗಿಸಲ್ಪಡುವ ಬಗ್ಗೆ ಕೊಡಲ್ಪಡುವ ಕಾಲ.	Remarks. ಷರಾ.
						Rs. ರೂ.	As. ಆ.	P. ಪೈ.		
1	2	3	4	5	6	7			8	9

Dated ತಾರೀಖು 189 . . ov'F .

Collector of

Collector's Seal.
ಕಲೆಕ್ಟರ್ ಮೊಹರ್.

ಕಲೆಕ್ಟರ್

Countersigned.
ಯದುರು ರುಜು ಮಾಡಲ್ಪಟ್ಟಿತು.

Deputy Commissioner's Seal.

Dated ತಾರೀಖು 189 . . ov'F . .

Deputy Commissioner, District.

ಡೆಪ್ಯೂಟಿ ಕಮಿಷ್ಟ್ರನರ್, ಡಿಸ್ಟ್ರಿಕ್ಟು.

*Note.—One tolah equals one Rupee (180 grains Troy) in weight.

*ಷರಾ.—ತೊಲಾ ಇಕ್ಕೆ ೧ ರೂಪಾಯಿ ತೂಕ. ಟ್ರಾಯಿ ತೂಕದ ov'ಂ ಗ್ರೈರ್ಯಿಗ್ರೆಗೆ ಸಮನಾಗಿರುತ್ತೆ.

Rules for the guidance of the Officers concerned.

Rule I. This passport with the drugs covered shall be taken to the District Officer concerned within whose jurisdiction it is to be consumed, who shall verify the contents, date, &c., and endorse, seal and return the same on arrival at its destination to the Officer of the District in Her Majesty's Territory from whence it was brought, and give due intimation to the Officers of the Excise Department in Mysore Territory of the arrival and disposal of each consignment for note and check of accounts in due course.

Rule II. Larger complement of drugs, than specified in this pass, shall, if not satisfactorily accounted for, render the whole liable to attachment and disposed of as contraband under the rules in force.

Rule III. The spirit of the conditions laid down in the Ganja Rules in respect to "imported" drugs framed under Act , Part , shall be strictly adhered to by the District Officers complying with the application for import of ganja and dealing with the disposal of passes covering drugs or the consignments alluded to therein.

Rule IV. When the Renters in Mysore wish to "import" ganja into Mysore, the ~~Deputy~~ Commissioner in Mysore shall sign and seal blank forms of this pass and transmit the same in triplicate to the District Officer *out* of Mysore jurisdiction, who will countersign and seal the same, fill in the details of consignment, send one copy therewith and two by post to the ~~District Officer~~ in Mysore where it is to be utilized, who will retain one copy for his own reference and return the other countersigned after examination and check of consignment when received, to the District Officer from whence the drug was "imported" into Mysore.

ಇದಕ್ಕೆ ಸಂಬಂಧಪಟ್ಟ ಆಫಿಸರುಗಳ ನಡವಳಿಕೇ ಬಗ್ಗೆ ನಿಬಂಧನೆಗಳು.

ರೂಲ್ I. ಈ ಪ್ಯಾಸ್ ಪೋರಟು ಅದಕ್ಕೆ ಸಂಬಂಧಪಟ್ಟ ಸರಕು ಸಮೇತ, ಸದರೀ ಸರಕು ಯಾವ ಡಿಸ್ಟ್ರಿಕ್ಟ್ ಆಫಿಸರರ ಅಧಿಕಾರ ಸರಹದ್ದಿನಲ್ಲಿ ಕರಗುಪಡಿಯಾಗುವದೋ ಅಂಥಾ ಡಿಸ್ಟ್ರಿಕ್ಟ್ ಆಫಿಸರರ ಬಳಿಗೆ ತೆಗದುಕೊಂಡು ಹೋಗತಕ್ಕದ್ದು; ಅವರು ಸದರೀ ಸರಕನ್ನು ಮತ್ತು ತಾರೀಖು ಮುಂತಾದ್ದನ್ನು ಕುರಿತು ದೃಢಪಡಿಸಿ ಇಂಡಾರಸ್ ಮಾಡಿ ಮೊಹರ್ ಹಾಕಿ ಅದು ಸ್ಥಳ ಬಂದು ತಲಪಿದ ತರುವಾಯ ಸದರೀ ಪ್ಯಾಸ್ ಪೋರಟು ಹರ್‌ಮೇಜಸ್ಟಿಸೀಮೆಯ ಯಾವ ಸ್ಥಳದಿಂದ ತರಲ್ಪಟ್ಟಿತ್ತೋ ಆ ಡಿಸ್ಟ್ರಿಕ್ಟ್ ಆಫಿಸರವರ ಬಳಿಗೆ ರವಾನಿಸತಕ್ಕದ್ದು. ಮತ್ತು ಮೈಸೂರ ದೇಶದ ಎಕ್ಸೈಸ್ ಇಲಾಖೇ ಆಫಿಸರರುಗಳು ನೋಟ್ ಮಾಡಿಕೊಂಡು ಕ್ರಮವಾಗಿ ಲೆಖ್ಖವನ್ನು ತನಿಖೇ ಮಾಡುವದಕ್ಕೋಸ್ಕರ ಪ್ರತಿ ಬಂದು ಸರಕು ಬಂದು ವಿಲೇವಾರೀ ಆದ ಸಂಗತಿಯನ್ನು ಸದರೀಯವರಿಗೆ ತಿಳಿಸತಕ್ಕದ್ದು.

ರೂಲ್ II. ಈ ಪ್ಯಾಸಿನಲ್ಲಿ ನಮೂದಿಲ್ಲದ ಜಾಸ್ತೀ ಸರಕಿನ ವಿಷಯದಲ್ಲಿ ತೃಪ್ತಿಕರವಾದ ಕಾರಣ ತೋರಿಸಲ್ಪಡದಿದ್ದರೆ, ತಮಾಂ ಸರಕೂ ಜಪ್ತೀ ಮಾಡಲ್ಪಟ್ಟು ಜಾರಿಯಲ್ಲಿರುವ ರೂಲ್ಸ್ ಅನುಸರಿಸಿ ನಿರೋಧಿಸಲ್ಪಟ್ಟ ಸಾಮಾನಿನೋಪಾದಿಯಲ್ಲಿ ವಿಲೇವಾರೀ ಮಾಡಲ್ಪಡತಕ್ಕದ್ದು.

ರೂಲ್ III. "ಆಮದ್" ಸರಕು ಕುರಿತು ನೇ ಆಕ್ಟಿನ ನೇ ಭಾಗವನ್ನನುಸರಿಸಿ ಏರ್ಪಡಿಸೋಕಾದ ಗಾಂಜಾ ರೂಲ್ಸಿನಲ್ಲಿ ವಿಧಿಸೋಕಾದ ಷರತ್ತುಗಳ ಮುಖ್ಯಾಂಶವು, ಡಿಸ್ಟ್ರಿಕ್ಟ್ ಆಫಿಸರರುಗಳಿಂದ ಗಾಂಜಾ ಆಮದ್ ಮಾಡುವದಕ್ಕೋಸ್ಕರ ಅಪ್ಪಣೇ ಕೊಡುವ ವಿಷಯದಲ್ಲೂ ಸದರೀ ಸರಕುಗಳಿಗೆ ಯೂ ಸಾಮಾನುಗಳಿಗೆ ಸಂಬಂಧಪಟ್ಟ ಪ್ಯಾಸುಗಳ ವಿಲೇವಾರೀ ವಿಷಯದಲ್ಲಾಗಲಿ ಖಂಡಿತವಾಗಿ ಜಾರೀಗೆ ತರಲ್ಪಡತಕ್ಕದ್ದು.

ರೂಲ್ IV. ಮೈಸೂರ್ ದೇಶದಲ್ಲಿನ ಗುತ್ತಿಗೇದಾರರು, ಮೈಸೂರ್ ದೇಶಕ್ಕೆ ಗಾಂಜಾವನ್ನ "ಆಮದ್" ಮಾಡಲು ಇಚ್ಛೈಸಿದಾಗ, ಮೈಸೂರ್ ದೇಶದ ~~ಡೆಪ್ಯುಟೆ~~ ಕಮಿಷನರರು ಈ ಪ್ಯಾಸಿನ ಬ್ಲ್ಯಾಂಕ್ ಫಾರಂಗಳನ್ನು ಸೈನ್ ಮೊಹರ್ ಮಾಡಿ ಮೈಸೂರ್ ದೇಶದ ಆಚೆ ಇರುವ ಡಿಸ್ಟ್ರಿಕ್ಟ್ ಆಫಿಸರರಿಗೆ ಮೂರು ಪ್ರತಿಗಳಾಗಿ ಕಳುಹಿಸತಕ್ಕದ್ದು; ಸದರೀ ಡಿಸ್ಟ್ರಿಕ್ಟ್ ಆಫಿಸರರು ಅವುಗಳಿಗೆ ಅಡ್ಡರುಜೂ ಮೊಹರ್ ಮಾಡಿ ಸರಕಿನ ತಪ್ಶೀಲ್ ಕ್ಲಾಸಿಸಿ ಅದರೊಂದಿಗೆ ಬಂದು ಕಾಪಿಯನ್ನೂ ಬಾಕೀ ಎರಡು ಪ್ರತಿಗಳನ್ನೂ ಟಪ್ಪಾಲ್ ಮೂಲಕ ಮೈಸೂರ್ ದೇಶದ ~~ಡಿಸ್ಟ್ರಿಕ್ಟ್ ಆಫಿಸರರ~~ ಉಪಯೋಗದ ಬಗ್ಗೆ ಕಳುಹಿಸತಕ್ಕದ್ದು; ಅವರು ತಮ್ಮ ಸ್ವಂತ ಉಪಯೋಗಕ್ಕಾಗಿ ಬಂದು ಕಾಪಿಯನ್ನಿಟ್ಟುಕೊಂಡು ಮತ್ತೊಂದು ಕಾಪಿಯನ್ನು ಸರಕು ಬಂದು ತನಿಖೆಯಿಂದ ರುಜ್ತೀ ನೋಡಿದ ತರುವಾಯ ಯದುರುರು ಜಾನಿಸಿ ಮೈಸೂರ್ ದೇಶಕ್ಕೆ ಸರಕು "ಆಮದ್" ಮಾಡಲ್ಪಟ್ಟಂಥಾ ಸ್ಥಳದ ಡಿಸ್ಟ್ರಿಕ್ಟ್ ಆಫಿಸರರಿಗೆ ರವಾನಿಸತಕ್ಕದ್ದು.

ORIGINAL.

Appendix D.

Form of Passport granted for the "Import" of Ganja by the Excise Commissioner in Mys

Permit to pass from in the District of in the District of in the in Mysore the undermentioned drugs. to the Village

ಗಾಂಜಾ ಆಮದಿಗಾಗಿ ಎಕ್ಸೈಜ಼್ ಕಮ್ಮಿಷನರ್
ಡಿಸ್ಟ್ರಿಕ್ಟಿಗೆ ಕೇರಿದ

ಕ್ಷೇಮಯ ಪೈಕಿ
ಸರಕುಗಳನ್ನು ಮೈಸೂರು ಕ್ಷೇಮಯ
ಸಾಗಿಸಲಿಕ್ಕೆ ಅವಕಾಶ ಕೊಡತಕ್ಕದ್ದು.

ನಿಂದ
ಡಿಸ್ಟ್ರಿಕ್ಟಿಗೆ ಕೇರಿದ

ಕ್ವಾರ್ಟರ್ ಸ್ಯೆ ನಿಶಿ ಕೊಡಲ್ಪಟ್ಟ ರಹದಾರಿ ನಮ
ಇದರಡಿ ಕ

ನಿಬಂಧನೆಯನ್ನು ನೋಡತಕ್ಕದ್ದು.

Name and residence of the Ganja License Cultivator or Owner. ಗಾಂಜಾ ಲೈಸೆನ್ಸ್ ಪಡೆದ ಸಾಗುವಳಿದಾರ ಅಥವಾ ಸ್ವಂತಗಾರನ ಹೆಸರು ಮತ್ತು ನಿವಾಸಸ್ಥಳ.	Name of the person in charge of the Ganja in transit. ರವಾನೆಯಲ್ಲಿರುವ ಗಾಂಜಾ ವಿಚಾರಣೆ ಯಲ್ಲಿರತಕ್ಕ ಮನುಷ್ಯನ ಹೆಸರು.	From where sent, Village and District. ಎಲ್ಲಿಂದ ಕಳುಹಿಸಲ್ಪಟ್ಟಿತೋ ಆ ಗ್ರಾಮ ಮತ್ತು ಡಿಸ್ಟ್ರಿಕ್ಟು.	To where sent, Village and District. ಎಲ್ಲಿಗೆ ಕಳುಹಿಸಲ್ಪಟ್ಟಿತೋ ಆ ಗ್ರಾಮ ಮತ್ತು ಡಿಸ್ಟ್ರಿಕ್ಟು.	Means of conveyance. ಸಾಗಿಸಲ್ಪಡುವ ವಿಧ.	Quantity in maunds of*25 lbs. * 25 ಪೌಂಡಿಗೆಳ್ಳಷ್ಟು ಮಣಿಗಳಂತೆ ಲಗಾಮ ತೀದಾದ.	Price. ಕ್ರಯ.			Time allowed in transit. ಸಾಗಿಸಲ್ಪಡುವುದಕ್ಕೆ ಕೊಡಲ್ಪಟ್ಟ ಕಾಲ.	Remarks. ಷರಾ.
1	2	3	4	5	6	7			8	9
						ರೂ.	ಆ.	ಪೈ.		

*Note.—The Mysore maund of 40 seers (of 24 tolas) is only equal to 24 lbs. 10 ozs. and 15·54 drs. Avoirdupois The quantity above noted should however be adopted in so far as this relates to this pass.

ಷರಾ—(*ಕೇರಿಗೆ ೞ ತೊಲೆಗಳ ಪ್ರಕಾರ) ೫೦ ಕೇರುಗಳುಳ್ಳ ಮೈಸೂರ ಮಣಿವು ಅವಾರ್ ಡಿಪಾಯಸಿ ತೂಕದ ೨೫ ಪೌಂಡುಗಳು, ೧೦ ಔನ್ಸ್ ೧೫·೫೪ ಡ್ರಾಂಸ್‌ಗಳಿಗೆ ಸಮನಾಗಿರುತ್ತದೆ. ಮೇಲೆ ನಮೂದಿಸಲ್ಪಟ್ಟ ತೀದಾದು, ಈ ರಹದಾರಿಗೆ ಸಂಬಂಧಿಸಿರುವ ಮಟ್ಟಿಗೆ ಹ್ಯಾಗಾದರೂ ಆನುಸರಿಸಲ್ಪಡತಕ್ಕದ್ದು.

Dated 189 .
ತಾರೀಖು ಇವ್ಹಿ .

Excise Commr's. Seal.

Dated 189 . *of the* *Excise Commissioner, in Mysore.*

ತಾ 189 . ಮೈಸೂರ ಕ್ಷೇಮ ಎಕ್ಸೈಜ಼್ ಕಮ್ಮಿಷನರ್.

"Countersigned."

ಕ್ವಾರ್ಟರ್ ಸ್ಯೆ ಮೂಡಿ ಇಟ್ಟ.

Collector's Seal. ಕಲೆಕ್ಟರವರ ಮೊಹರ್.

Collector of

ಕಲೆಕ್ಟರ್.

DUPLICATE.

Appendix D.

Form of Passport granted for the "Import" of Ganja by the Excise Commissioner in Mysore.

Permit to pass from in the District of in the District of in Mysore the undermentioned drugs. to the Village of

ಗಾಂಜಾ ಆಮದಿಗಾಗಿ ಎಕ್ಸೈಸ್ ಕಮ್ಮಿಷನರ್
ಶೀಮೆಯ ಪೈಕಿ ಡಿಸ್ಟ್ರಿಕ್ಟಿಗೆ ಕೇರಿದ
ಸರಕುಗಳನ್ನು ಮೈಸೂರಿ ಶೀಮೆಯ
ಸಾಗಿಸಲಿಕ್ಕೆ ಅವಕಾಶ ಕೊಡತಕ್ಕದ್ದು.

ಕೌಂಟರ್ ಸೈನ್ ನೀೀ ಕೊಡಲ್ಪಟ್ಟ ರಹದಾರಿ ನಮೂನೆ
ನಿಂದ
ಡಿಸ್ಟ್ರಿಕ್ಟಿಗೆ ಕೇರಿದ
ಇದರಡಿ ಕಂಡ
ಕ್ಕೆ
ನಿಬಂಧನೆಯನ್ನು ನೋಡತಕ್ಕದ್ದು.

Name and residence of the Ganja License Cultivator or Owner. ಗಾಂಜಾ ಲೈಸೆನ್ಸ್ ಪಡೆದ ಸಾಗುವಳೀದಾರ ಅಥವಾ ಒಡೆತನದ ಹೆಸರು ಮತ್ತು ನಾನಸ್ಥಳ.	Name of the person in charge of the Ganja in transit. ರವಾನೆಯಲ್ಲಿರುವ ಗಾಂಜಾ ವಿಚಾರಣೆ ಮಾಡುವವನ ಹೆಸರು.	From where sent, Village and District. ಎಲ್ಲಿಂದ ಕಳುಹಿಸಲ್ಪಟ್ಟಿತೋ ಆ ಗ್ರಾಮ ಮತ್ತು ಡಿಸ್ಟ್ರಿಕ್ಟು.	To where sent, Village and District. ಎಲ್ಲಿಗೆ ಕಳುಹಿಸಲ್ಪಟ್ಟಿತೋ ಆ ಗ್ರಾಮ ಮತ್ತು ಡಿಸ್ಟ್ರಿಕ್ಟು.	Means of conveyance. ಸಾಗಿಸಲ್ಪಡುವ ವಿಧ.	Quantity in maunds of *25 lbs. * 25 ಪೌಂಡುಗಳ್ಳಿ ಮಣಗಳಂತೆ ಭಾರವು ತೋಡಿದ.	Price. ಕ್ರಯವು.	Time allowed in transit. ಸಾಗಿಸಲ್ಪಡುವುದಕ್ಕೆ ಕೊಡಲ್ಪಟ್ಟ ಕಾಲ.	Remarks. ಪರಾ.
1	2	3	4	5	6	7	8	9
						ರೂ. ಆ. ಪೈ.		

Note.—The Mysore maund of 40 seers (of 24 tolas) is only equal to 24 lbs. 10 ozs. and 15·54 drs. Avoirdupoi The quantity above noted should however be adopted in so far as this relates to this pass.

ಪರಾ—(*ಕೇರಿಗೆ ೭೪ ತೊಲೆಗಳ ಪ್ರಕಾರ) ೭೦ ಶೇರುಗಳುಳ್ಳ ಮೈಸೂರ್ ಮಣವು ಅವಾರ್ ಡಿಪಾಯಿಸ್ ತೂಕದ ೨೪ ಪೌಂಡುಗಳು, ೧೦ ಔನ್ಸ್ ೧೫·೫೪ ಡ್ರಾಂಸ್‌ಗಳು. ಮನಗಿರುತ್ತಿದೆ. ಮೇಲೆ ನಮೂದಿಸಲ್ಪಟ್ಟ ತೇದಾದು, ಈ ರಹದಾರಿಗೆ ಸಂಬಂಧಿಸಿರುವ ಮಟ್ಟಿಗೆ ಪ್ಯಾಗಾದರೂ ಅನುಸರಿಸಲ್ಪಡತಕ್ಕದ್ದು.

Dated
ತಾರೀಖು 189 .
ಆಗಿದ .

Excise Commr's. Seal.

ted 189 .

of the *Excise Commissioner, in Mysore.*

189 .

ಮೈಸೂರ್ ಶೀಮೆ ಎಕ್ಸೈಸ್ ಕಮ್ಮಿಷನರ್.

"Countersigned."

ಕೌಂಟರ್ ಸೈನ್ ಮಾಡಿ ಇಧೆ.

Collector's Seal. ಕಲೆಕ್ಟರವರ ಮೊಹರ್.

Collector of

ಕಲೆಕ್ಟರ್.

Rules for the guidance of the Officers concerned.

Rule I. This passport with the drugs covered shall be taken to the District Officer concerned within whose jurisdiction it is to be consumed, who shall verify the contents, date, &c., and endorse, seal and return the same on arrival at its destination to the Officer of the District in Her Majesty's Territory from whence it was brought, and give due intimation to the Officers of the Excise Department in Mysore Territory of the arrival and disposal of each consignment for note and check of accounts in due course.

Rule II. Larger complement of drugs, than specified in this pass, shall, if not satisfactorily accounted for, render the whole liable to attachment and disposed of as contraband under the rules in force.

Rule III. The spirit of the conditions laid down in the Ganja Rules in respect to "imported" drugs framed under Act , Part , shall be strictly adhered to by the District Officers complying with the application for import of ganja and dealing with the disposal of passes covering drugs or the consignments alluded to therein.

Rule IV. When the Renters in Mysore wish to "import" ganja into Mysore, the ~~Deputy~~ Commissioner in Mysore shall sign and seal blank forms of this pass and transmit the same in triplicate to the District Officer *out* of Mysore jurisdiction, who will countersign and seal the same, fill in the details of consignment, send one copy therewith and two by post to the ~~District Officer~~ in Mysore where it is to be utilized, who will retain one copy for his own reference and return the other countersigned after examination and check of consignment when received, to the District Officer from whence the drug was "imported" into Mysore.

ಇದಕ್ಕೆ ಸಂಬಂಧಪಟ್ಟ ಆಫಿಸರುಗಳ ನಡವಳಿಕೇ ಬಗ್ಗೆ ನಿಬಂಧನೆಗಳು.

ರೂಲ್ I. ಈ ಪ್ಯಾಸ್ ಪೋರಟು ಅದಕ್ಕೆ ಸಂಬಂಧಪಟ್ಟ ಸರಕು ಸಮೇತ, ಸದರೀ ಸರಕು ಯಾವ ಡಿಸ್ಟ್ರಿಕ್ಟ್ ಆಫಿಸರರ ಅಧಿಕಾರ ಸರಹದ್ದಿನಲ್ಲಿ ಕರಗುಪಡಿಯಾಗುವದೋ ಅಂಥಾ ಡಿಸ್ಟ್ರಿಕ್ಟ್ ಆಫಿಸರರ ಒಳಿಗೆ ತೆಗದುಕೊಂಡು ಹೋಗತಕ್ಕದ್ದು ; ಅವರು ಸದರೀ ಸರಕನ್ನು ಮತ್ತು ತಾರೀಖು ಮುಂತಾದ್ದನ್ನು ಕುರಿತು ದೃಢಪಡಿಸಿ ಇಂಡಾರ್ಸ್ ಮಾಡಿ ಮೊಹರ್ ಹಾಕಿ ಅದು ಸ್ಥಳ ಬಂದು ತಲಪಿದ ತರುವಾಯ ಸದರೀ ಪ್ಯಾಸ್ ಪೋರಟು ಪರ್ಮೀಜಿಸ್ಟ್ರಿಸ್ ಶೀಮೆಯ ಯಾವ ಸ್ಥಳದಿಂದ ತರಲ್ಪಟ್ಟಿತೋ ಆ ಡಿಸ್ಟ್ರಿಕ್ಟ್ ಆಫಿಸರವರ ಒಳಿಗೆ ರವಾನಿಸತಕ್ಕದ್ದು. ಮತ್ತು ಮೈಸೂರ ದೇಶದ ಎಕ್ಸೈಸ್ ಇಲಾಖೇ ಆಫಿಸರರುಗಳು ನೋಟ್ ಮಾಡಿಕೊಂಡು ಕ್ರಮವಾಗಿ ಲೆಖ್ಖವನ್ನು ತನಿಖೇ ಮಾಡುವದಕ್ಕೋಸ್ಕರ ಪ್ರತಿ ಬಂದು ಸರಕು ಬಂದು ವಿಲೇವಾರೀ ಆದ ಸಂಗತಿಯನ್ನು ಸದರೀಯವರಿಗೆ ತಿಳಿಸತಕ್ಕದ್ದು.

ರೂಲ್ II. ಈ ಪ್ಯಾಸಿನಲ್ಲಿ ನಮೂದಿಲ್ಲದ ಜಾಸ್ತೀ ಸರಕಿನ ವಿಷಯದಲ್ಲಿ ತೃಪ್ತಿಕರವಾದ ಕಾರಣ ತೋರಿಸಲ್ಪಡದಿದ್ದರೆ, ತಮಾಂ ಸರಕೂ ಜಪ್ತೀ ಮಾಡಲ್ಪಟ್ಟು ಜಾರಿಯಲ್ಲಿರುವ ರೂಲ್ಸ್ ಅನುಸರಿಸಿ ನಿರೋಧಿಸಲ್ಪಟ್ಟ ಸಾಮಾನಿನೋಪಾದಿಯಲ್ಲಿ ವಿಲೇವಾರೀ ಮಾಡಲ್ಪಡತಕ್ಕದ್ದು.

ರೂಲ್ III. "ಆಮದ್" ಸರಕು ಕುರಿತು ನೇ ಆಕ್ಟಿನ ನೇ ಭಾಗವನ್ನನುಸರಿಸಿ ವಿರ್ಪಡಿಸೋಪಾದ ಗಾಂಜಾ ರೂಲ್ಸಿನಲ್ಲಿ ವಿಧಿಸೋಪಾದ ಷರತ್ತುಗಳ ಮುಖ್ಯಾಂಶವು, ಡಿಸ್ಟ್ರಿಕ್ಟ್ ಆಫಿಸರರುಗಳಿಂದ ಗಾಂಜಾ ಆಮದ್ ಮಾಡುವದಕ್ಕೋಸ್ಕರ ಅಪ್ಪಣೇ ಕೊಡುವ ವಿಷಯದಲ್ಲೂ ಸದರೀ ಸರಕುಗಳಿಗೆ ಯಾ ಸಾಮಾನುಗಳಿಗೆ ಸಂಬಂಧಪಟ್ಟ ಪ್ಯಾಸುಗಳ ವಿಲೇವಾರೀ ವಿಷಯದಲ್ಲೂಗಲಿ ಖಂಡಿತವಾಗಿ ಜಾರೀಗೆ ತರಲ್ಪಡತಕ್ಕದ್ದು.

ರೂಲ್ IV. ಮೈಸೂರ ದೇಶದಲ್ಲಿನ್ನ ಗುತ್ತಿಗೇದಾರರು, ಮೈಸೂರ್ ದೇಶಕ್ಕೆ ಗಾಂಜಾವನ್ನೆ "ಆಮದ್" ಮಾಡಲು ಇಚ್ಛಿಸಿದಾಗ, ಮೈಸೂರ್ ದೇಶದ ~~ಕಮಿಷನರು~~ ಕಮ್ಮಿಷನರು ಈ ಪ್ಯಾಸಿನ ಬ್ಲಾಂಕ್ ಫಾರಂಗಳನ್ನು ಸೈನ್ ಮೊಹರ್ ಮಾಡಿ ಮೈಸೂರ್ ದೇಶದ ಆಚೆ ಇರುವ ಡಿಸ್ಟ್ರಿಕ್ಟ್ ಆಫಿಸರರಿಗೆ ಮೂರು ಪ್ರತಿಗಳಾಗಿ ಕಳುಹಿಸತಕ್ಕದ್ದು; ಸದರೀ ಡಿಸ್ಟ್ರಿಕ್ಟ್ ಆಫಿಸರರು ಅವುಗಳಿಗೆ ಅಡ್ಡರುಜೂ ಮೊಹರ್ ಮಾಡಿ ಸರಕಿನ ತಪ್ಶೀಲ್ ಕಾಣಿಸಿ ಅದರೊಂದಿಗೆ ಬಂದು ಕಾಪಿಯನ್ನೂ ಬಾಕೀ ಎರಡು ಪ್ರತಿಗಳನ್ನೂ ಟಪ್ಪಾಲ್ ಮೂಲಕ ಮೈಸೂರ್ ದೇಶದ ಡಿಸ್ಟ್ರಿಕ್ಟ್ ಆಫಿಸರರ ಉಪಯೋಗದ ಬಗ್ಗೆ ಕಳುಹಿಸತಕ್ಕದ್ದು ; ಅವರು ತಮ್ಮ ಸ್ವಂತ ಉಪಯೋಗಕ್ಕಾಗಿ ಬಂದು ಕಾಪಿಯನ್ನಿಟ್ಟುಕೊಂಡು ಮತ್ತೊಂದು ಕಾಪಿಯನ್ನು ಸರಕು ಬಂದು ತನಿಖೆಯಿಂದ ಝಡ್ತೀ ನೋಡಿದ ತರುವಾಯ ಯದುರುರುಜೂ ನಿಶಿ ಮೈಸೂರ್ ದೇಶಕ್ಕೆ ಸರಕು "ಆಮದ್" ಮಾಡಲ್ಪಟ್ಟಂಥಾ ಸ್ಥಳದ ಡಿಸ್ಟ್ರಿಕ್ಟ್ ಆಫಿಸರರಿಗೆ ರವಾನಿಸತಕ್ಕದ್ದು.

APPENDIX E.

License for Wholesale Vend of Ganja and its Preparations.

LICENSE FOR WHOLESALE VENDORS OF GANJA.

Registered Number.

Names of Wholesale License-Holders or Vendors.

Locality of Wholesale Shop.

License for the wholesale vend of Ganja and Majum is hereby granted to of on the following conditions. Any breach of these conditions or those of the Renter's Agreement, or of any of the provisions of the Excise Act and Rules framed thereunder, shall involve forfeiture of License, and a penalty of fine under the said Act. The offence of adulteration will be subject to punishment under Section 272 of the Penal Code.

1. The said shall not sell any drug other than the drug supplied by the Renter. If necessary, and if ganja of good quality is available, such ganja may be locally purchased on the written authority of the Renter. These purchases must likewise be covered by a pass in the prescribed form to be obtained from the Deputy Commissioner for the District or any other officer authorized on this behalf, under the Ganja Rules. The Renter's written authority for the local purchase of the drug shall be quoted in the pass. Particulars of all drugs received in the Wholesale Depôt with the number and date of the covering passes shall be entered in the Wholesale Depôt accounts before the drug is sold to the Retail Vendor. The conditions laid down in the pass regarding the disposal of it and other matters shall be strictly adhered to.

2. The said shall sell by wholesale ganja and majum to the licensed Retail Vendors attached to the Depôts, and the said shall make them over to the Retail Vendors in the same condition in which they were supplied by the Renter. No drugs shall be removed from the Renter's Stores or Depôts without a pass, duly sealed and signed by the Renter or his authorized Agent there, the conditions whereof shall not be infringed or permitted to be infringed under any circumstances.

3. The said shall not himself mix, or knowingly permit any other person under any pretence whatever to mix, with the drugs in the Depôt, any deleterious ingredient which shall affect the quality, potential effects, or market value of such drugs.

4. The persons named below shall be the only persons allowed to work in the wholesale shop:—

License-holder and Vendor.

Register-Writer.

Weighing-man.

5. The said shall, whenever it comes to his knowledge that a breach of any of these conditions has been committed by his employés, at once report the same to the Deputy Commissioner in order that the penalties attached to the offence may be enforced, and he shall dismiss the employé from his service, if so required by the Deputy Commissioner or the Magistrate trying the case.

6. The said shall always have in store a sufficient supply of drugs to meet the average daily demands of vendors, and shall be bound to supply the demand for drugs to the extent of the average quantity. Such average shall be struck on the average daily expenditure of the previous quarter. Due allowance shall be made for Sundays, authorized holidays and native feasts.

7. Three full days' stock, in addition to the quantity required to be kept under para 6, shall always be maintained in the wholesale shop, and such additional stock shall not be indented on. When an Excise Officer takes stock, the cash for sales effected to the hour of inspection shall be produced; the quantity of stock represented thereby plus balance on hand in store, shall exactly amount to the quantity of stock as shown in the Depôt Register that morning at 6 o' clock.

8. This license shall be in force from 1st 18 to 18 , and, if not re-called or cancelled under the provisions of Sections 13 and 14, or resigned by the holder under Section 15 of Act XXII of 1881, shall continue in force as if a new license had been issued, no formal renewal thereof being considered necessary yearly or on the expiry of every contract. During three months before the expiry of the contract with each Renter, or after expiry of the same, the Wholesale Vendor shall not be at liberty to resign the office without giving six months' previous notice within which period it will be the duty of the Renter to appoint a new Wholesale Vendor.

9. The District Magistrate or any other Magistrate, and the Supervisor, Tester or other Subordinate Officer appointed on this behalf shall, at all times, by day, or by night, have free ingress into every licensed shop and into the godowns and other places appertaining thereto, and shall, at any time of the day, be allowed to inspect all the shop accounts, which accounts shall be true and correct, and made up and signed daily. These accounts shall be kept in the forms prescribed in the Ganja Rules.

10. The Wholesale-shop shall not be removed from one locality to another without the sanction of the Excise Commissioner.

11. The said shall not sell any Ganja or Majum in any less quantity than as specified below, and shall sell only at the rates noted in the margin. All sales to Retail Vendors shall be covered by a permit in the prescribed form by the License-holder, his Vendor or Register-writer. The scales and weights used shall be true and accurate, and the weights shall bear the Government stamp; the use of temporary weights, wax, and other such movable or temporary fixtures to the said scales, &c., shall be and are hereby strictly interdicted.

	Ganja per seer.	Majum per seer.
For the whole Province	As. 10.	As 4.

	Ganja seers.	Majum seers.
In Bangalore Town, and Mysore Town the minimum limit shall be ..	10	5
At all other places	5	2

12. (*a*) License-holders and Vendors shall, at all times, comply with the instructions of the Excise officers as regards the observance of the License and Excise Rules, the keeping of the prescribed accounts and other matters which it is in the power of the Excise officers to regulate.

(*b*) In case of ordinary irregularities or alleged breaches of Rules where criminal intent is not apparent, it will be the duty of the Excise officers to give written notice of the same to the Wholesale Vendor. If the irregularity or breach of rule is persisted in, the offender shall then and not till then be liable to be prosecuted.

(*c*) Whenever so required, the wholesale License-holders and Vendors shall furnish written explanation of any alleged breach of Rules by themselves or by their employés. Such explanation shall be signed by them in the presence of the Excise officers and in that of two other respectable persons who shall attest the same, and such explanation shall thereupon be evidence of the matter therein stated.

13. Wholesale Vendors shall have no interest, direct or indirect, in retail sale. They shall sell the drugs for cash only and never on credit. They should have no other pecuniary transaction with the Retail Vendors than the sale of the drug by wholesale. Advancing money to retail dealers, writing or correcting retail shop accounts, receiving any fees from the Retail Vendors, and getting their nominees appointed as retail vendors and exercising any influence over Retail Vendors are all strictly forbidden.

14. The fees inclusive of local cess on the wholesale vend, payable to Government, per seer of 24 tolas, are fixed as specified below for the whole Province :—

	Rates of fee payable to Govt. on Wholesale vend.
	Rs. As. P.
Ganja per seer of 24 tolas	... 0 6 0
Majum or any other preparation of ganja (exceed halva) per seer of 24 tolas	... 0 2 0

15. The shop shall not be opened for sales, or sales made therein, before sunrise or after 9 P. M. A sign-board shall be fixed outside the shop with the name and designation of the Vendor, his License number and the words " Ganja Wholesale Shop " legibly painted thereon.

16. The said shall keep true and accurate accounts showing the sales of drugs to each retail-vendor daily and monthly in the forms prescribed in the Ganja Rules. None of the Dépôt's books shall be removed by the Wholesale Vendors or Renters till the expiry of the period prescribed for the cognizance of offences under the Excise Act.

DATED 189 .
OFFICE OF THE DEPUTY COMMISSIONER, DISTRICT, 189 .

Deputy Commissioner,
District.

Registered as No. in the Police Office.

DATED

District Superintendent of Police,
District.

Counterpart agreement to be executed by Ganja Wholesale Vendor.

Having been appointed by the Deputy Commissioner of the Dis-
trict, Wholesale Vendor of Ganja and its preparations, I residing

at do for myself, my heirs, my legal representatives and assigns, hereby agree with the said Deputy Commissioner that I will well and truly observe and perform the conditions and stipulations contained in the above License No. , dated , issued to me by the said Deputy Commissioner.

Dated the day of 189.

Witnesses.

1

2

Signature.

Note.—(1) A counterpart of this License will be signed by the License-holder and Vendor or Vendors and deposited in the Deputy Commissioner's or Sub-Division office as required by law.

(2). Changes in names of License-holders or Vendors should be promptly attended to by the District officers for Head-quarters and by Amildars for all other places, and such changes shall be made in red ink dated and initialled by such officers. The changes of permanent locality should be discouraged, and effected only once a year when necessary.

APPENDIX F.

Form of License for retail vend of Ganja.

1. Registered No.
2. Name of License-holder.
3. Name of Vendor or Shop-man.
4. Permanent Locality: { Place. Name of Street. Door No.

	Names of Villages.	Miles from permanent shop.
5. Details of itinerating locality:	1.	
	2.	
	3.	
	4.	
	5.	

Be it known that I, , Deputy Commissioner of , under the provisions of the Excise Act, do hereby grant a license for the retail vend of ganja or other preparations and admixtures thereof produced in Mysore or imported, on the following conditions :—

I. This license is not transferable by sale, gift, mortgage or otherwise, and no persons other than those mentioned in the license shall have power to act under this license, and the vendor shall, equally with the license-holder, be liable to the penalties set forth for breach of any of the conditions of this license.

II. Sale of ganja and its preparations such as majum, &c., shall be made only in the shop or at the place specified in this license, and not elsewhere upon any pretext whatever. A board shall be fixed in a conspicuous place outside such shop with the name of the retail license-holder and the vendor and the number of the license legibly painted on it and headed "Ganja Shop."

III. The ganja sold shall be of good quality and unadulterated, and shall be sold at a fixed price of annas for a seer of ganja and annas for a seer of majum, and the whole of such stock on hand shall be kept in the said shop and not elsewhere under any pretext whatever. When the license-holder or vendor leaves the shop, the door shall be locked and not left open, failing which he will be held primarily responsible for any breaches of the rules committed by any one in his absence.

IV. The license-holder or vendor shall not give ganja or majum, &c., in any quantity whatever, either directly or indirectly, to any European Non-Commissioned or Warrant officer, East Indian woman connected with or related to men of these classes, or to any person under 12 years of age, or to any Police, Railway servant or Excise officer on duty or in uniform. He shall not permit disorderly behaviour in his shop or premises, suffer any gambling whatever therein, knowingly permit prostitutes or persons of bad character to meet therein, or permit any person to take ganja in any such quantity as to produce stupefaction, or to consume the same in the shop or premises, or knowingly sell the same to persons keeping Ganja-Khanas or such secret places where people resort to smoke or partake of Ganja, &c. The license-holder and vendor shall be bound to give information of suspicious characters to the Magistrate or Police officer.

V. The license-holder or vendor shall not sell to any person more than 4 tolas weight of ganja during one day on any pretence whatever, with the exception of holders of passes from a Magistrate permitting them to purchase a greater quantity for medicinal purposes. The number and date of such passes shall be quoted in the shop account book in the column of Remarks as authority for such sale.

VI. The license-holder or vendor shall receive ready money only for ganja, majum, &c., sold, and he is strictly forbidden to receive any wearing apparel or any other articles whatsoever in barter or pledge or otherwise for drugs. The shop shall be closed by 9 P. M. and not opened before 6 A. M. and he shall not harbour any person therein during the night.

VII. The license-holder or vendor shall not sell ganja, majum, &c., for less than the price fixed in para III.

VIII. All ganja or other preparations and admixtures of ganja (except halva, which may be made from the powder on the retail vendors' hands, under special authority for sale to the public, and on the responsibility and at the risk of the vendor), shall be purchased from the Government Contractor only; and shall be covered by a permit in the prescribed form, duly attested by the Government Ganja Contractor or his authorized agent. Such permit shall be issued by local Excise officers on payment of the value thereof.

IX. The license-holder or vendor shall keep true and correct accounts in the prescribed form which will be supplied by local Excise officers.

X. The license-holder or vendor shall produce this license, his pass-book and all his accounts referred to in Rule IX on the demand of any officer of any of the Departments of Excise, Police, Opium, Judical or Revenue, Superior in rank to a Peon or Constable, drawing Rs. 10 and above, and he shall not prevent any such officer from entering his shop at any hour of the day or night to see if these rules are practically carried out, and enforce the same through the nearest Police Station officer as required by law. In the case of license-holders of itinerating licenses, the license, permit and shop account books shall be taken to the Amildar, if the place is a Taluk Kasaba and in all other places to the Village Patel. These officers, on satisfying themselves of the identity of the party producing them with the party named in the license, shall, *forthwith* permit him to sell the same and take steps to see that these rules are not infringed.

XI. This license shall continue in force till the June 189 , and should it not be cancelled under Sections or resigned by the holder under Section of the Excise Act shall continue in force as if a new license had been issued, and the formal renewal thereof yearly shall be considered unnecessary. The shop shall be subject to the payment of the usual mohatarfa tax at all large Towns and Taluk Kasabas only, but not in outlying villages or hallis. This tax, the license fee, and excess sales to which such license shall be amenable under the "Ganja Rules" shall be recovered in the manner laid down in Section 25 of the Excise Act, and summary cancellation of license permanently or temporarily, on this score, is interdicted. For the present however all shops out of the limits of the Towns of Bangalore and Mysore shall be granted free, provided the accounts are kept true and correct, the drugs are purchased from the Renter only, and the party binds himself down to carry out these rules and the Excise laws generally. In the Towns of Bangalore and Mysore, a fee of rupees three per mensem shall be charged for each license.

XII. The scales and weights used shall be true and accurate, and the latter bear the Government stamp with the value represented duly impressed thereon; while the use of temporary weights, wax, and other such fixtures to the said scales, &c., shall be and are hereby strictly interdicted.

XIII. The shop shall be an open "Dukan," and no windows shall be allowed to the rear or ends of the building. The whole shop shall be so constructed that all persons inside shall be clearly seen through the door and windows by any one pass-

ing to and fro in the street ; and no second room, or closet under the bar, shall be allowed therein. The use of boxes, screens, &c., to conceal the scale and weights, &c., from the eye of the public shall be and the same are hereby interdicted.

XIV. Breach of the above conditions and restrictions, or of the rules and agreement, &c., framed by Government, shall subject the holder of this license and vendor to the immediate forfeiture of the license in addition to the penalties provided in the Excise Act.

Magistrate and Deputy Commissioner,
District.

Superintendent of Police,
District.

Counterpart agreement to be executed by Ganja Retail vendors.

Having been appointed by the Deputy Commissioner of District, Retail vendor of Ganja and its preparations at in the Taluk of I, son of residing at as for myself, my heirs, my legal representatives and assigns, hereby agree with the said Deputy Commissioner that I will well and truly observe and perform the conditions and stipulations contained in the above license No. , dated , issued to me by the said Deputy Commissioner.

Dated the day of 189 .

Witnesses
1.
2.

Signature.

Note.—(1). A counterpart of this license will be signed by the license-holder and vendor or vendors and deposited in the Deputy Commissioner's or Sub-Division office as required by law.

(2). Changes in names of license-holders or vendors should be promptly attended to by the District officers for head-quarters and by Amildars for all other places, and such changes shall be made in red ink. dated and initialled by such officers. The changes of permanent locality should be discouraged, and effected only once a year when necessary.

(To be retained at the Provincial Head Quarters Depôt.)

G.

PASS FOR DEPOTS.

ಕೋಠಿಗಳಿಗೆ ಕೊಡಲ್ಪಟ್ಟಿಹುವ ಪ್ಯಾಸು.

Permit to pass from the Provincial Head Quarters Depôt at Bangalore to th
Wholesale Depôt in the Taluk of in th
District of the undermentioned drugs consigned to the Wholesa
Vendor named and to reach within days.

ಬೆಂಗಳೂರಿನಲ್ಲಿರುವ ಹೆಡ್ ಕ್ವಾರ್ಟರ್ಸ್ ಗಾಂಜಾ ಗಡಂಗುನಿಂದ ಈ ಕೆಳಗೆ ನಮೂದು ಮಾಡಿರುವ ಪದಾರ್ಥಗಳನ್ನ
ಡಿಸ್ಟ್ರಿಕ್ಟ್ ತಾಲ್ಲೂ
ಗ್ರಾಮದಲ್ಲಿ ಇರುವ ವಟ್ಟು ಕೋಠಿಗೆ ತೆಗದುಕೊಂಡು ಹೋಗಲು ಅಧಿಕಾರ ಕೊಟ್ಟು ಇರುತ್ತೆ.

Names of Drugs. ಪದಾರ್ಥಗಳ ಹೆಸರು.	Pass No. ಪ್ಯಾಸ್ ನಂ.	Quantity. ಪರಿಮಾಣ.		Rate. ದರ.		Amount. ಮೊಬಲಗು.		Remarks as to how sent, &c. ಯಾವರೀತಿ ಕಳುಹಿ ದ್ದು ವಗೈರೆ ಷರಾ
		Mds. ಮಣ.	S.	Rs. ರೂ.	A. P. ಆ. ಪೈ.	Rs. ರೂ.	A. P. ಆ. ಪೈ.	
Ganja (ಗಾಂಜಾ)								
Majum (ಮಜುಂ)								
Total. (ಜುಮ್ಲಾ)								

The Pass and its contents shall first be taken to the Taluk Cutcherry. After t drugs have been duly weighed, examined and the Pass endorsed by the Taluk Offic nominated therefor, they shall be taken to the Depôt and booked in the Register the at once. The Pass shall then be duly endorsed "Contents Received", dated and sign by the Wholesale Vendor and returned to the Taluk Cutcherry *forthwith* for record a ready reference there.

ಈ ಪ್ಯಾಸ್ ಮತ್ತು ಇದರಲ್ಲಿ ನಮೂದಾಗುವ ಪದಾರ್ಥವನ್ನು ಸಹ ಮೊದಲು ತಾಲ್ಲೂಕು ಕಛೇರಿಗೆ ತೆಗದುಕೊಂಡು ಹೋಗ ಕು. ಮೇಲ್ಕಂಡ ಪದಾರ್ಥಗಳು ಹೂಕಾಮಾಡಿ ಆಯಬೇಕಾಯಿತು ಪಾಡಿದ ತರುವಾಯ ಈ ಕೆಲಸಕ್ಕೆ ನೇಮಕಮಾಡಿರುವ ತಾಲ್ಲೂ ಕುಸ್ಟೇದಾರ್ರು ಈ ಪ್ಯಾಸನ್ನು ಎಂಡಾರ್ಸ್ ಮಾಡಿದನಂತರ ಇವುಗಳನ್ನ ವಟ್ಟು ಕೋಠಿಗೆ ತೆಗದುಕೊಂಡು ಹೋಗಲಿಕ್ಕೆ ಮ ದ್ದೀನ ರಜಿಸ್ಟರಿನಲ್ಲಿ ದಾಖಲ್ಮಾಡಬೇಕು. "ಅಜಬಾಬು ದಾಖಲಾಗಿದೆ" ಯೆಂದು ಆ ಪ್ಯಾಸಿನಲ್ಲಿ ಪದಾ ಬರೆದು ತಾಲೀಮು ಹಾ ಬಸ್ತ ಸಿಂದ ತಾಲ್ಲೂಕು ಕಛೇರಿಗೆ ರಿಕಾರ್ಡಿ ಮತ್ತು ಪುತ್ರ್ ದಾಖಲೇಬಗ್ಗೆ ಪಾಪಸ್ ಮಾಡತಕ್ಕದ್ದಿದೆ.

	No.	Mds.	Seers.	Tola
The bags or boxes exclusive of drugs weighed as noted in margin.	~~No.~~			
	~~No.~~			
	Total.			

BANGALORE,

Dated 189 .

ತಾರೀಖು ನೇ 189 .

ಬೆಂಗಳೂರು.

Certified that the foregoing complement of drugs was duly weighed and passed o of the Government Central Distillery Stores this day by the undersigned.

Dated

Assistant Supervisor in charge of the Provincial Head Quarters Dep

(To Accompany the Consignment.)

G.

PASS FOR DEPOTS.

ಕೋಠಿಗಳಿಗೆ ಕೊಡಲ್ಪಟ್ಟಪ್ಪುವ ಪ್ಯಾಸು.

Permit to pass from the Provincial Head Quarters Depôt at Bangalore to the Wholesale Depôt in the Taluk of in the District of the undermentioned drugs consigned to the Wholesale Vendor named and to reach within days.

ಬೆಂಗಳೂರಿನಲ್ಲಿರುವ ಹೆಡ್ ಕ್ವಾರ್ಟರ್ ಗಾಂಜಾ ಗೆಡಂಗುನಿಂದ ಈ ಕೆಳಗೆ ನಮೂದು ಮಾಡಿರುವ ಪದಾರ್ಥಗಳನ್ನ ಡಿಸ್ಟ್ರಿಕ್ಟು ತಾಲ್ಲೂಕು ಗ್ರಾಮದಲ್ಲಿ ಇರುವ ವಟ್ಟು ಕೋಠಿಗೆ ತೆಗದುಕೊಂಡು ಹೋಗಲು ಅಧಿಕಾರ ಕೊಟ್ಟು ಇರುತ್ತೆ.

Names of Drugs. ಪದಾರ್ಥಗಳ ಹೆಸರು.	Pass No. ಪ್ಯಾಸ್ ನಂ.	Quantity. ಪರಿಮಾಣ.		Rate. ದರ.		Amount. ಮೊಬಲಗು.		Remarks as to how sent, &c. ಯಾವರೀತಿ ಕಳುಹಿಸಿದ್ದು ವಗೈರೆ ಷರಾ.
		Mds. ಮಣ.	S.	Rs. ರೂ.	A. P. ಆ. ಪೈ.	Rs. ರೂ.	A. P. ಆ. ಪೈ.	
Ganja (ಗಾಂಜಾ)								
Majum (ಮಾಜುಂ)								
Total, (ಜುಮ್ಲಾ)								

The Pass and its contents shall first be taken to the Taluk Cutcherry. After the drugs have been duly weighed, examined and the Pass endorsed by the Taluk Official nominated therefor, they shall be taken to the Depôt and booked in the Register there at once. The Pass shall then be duly endorsed "Contents Received", dated and signed by the Wholesale Vender and returned to the Taluk Cutcherry *forthwith* for record and ready reference there.

ಈ ಪ್ಯಾಸು ಮತ್ತು ಇದರಲ್ಲಿ ನಮೂದಾಗುವ ಪದಾರ್ಥವನ್ನು ಸಹ ಮೊದಲು ತಾಲ್ಲೂಕು ಕಚೇರಿಗೆ ತೆಗದುಕೊಂಡು ಹೋಗಬೇಕು. ಮೇಲ್ಕಂಡ ಪದಾರ್ಥಗಳು ತೂಕಾಮಾಡಿ ಅಜಮಾಯಿಷಿ ಮಾಡಿದ ತರುವಾಯ ಈ ಕೆಲಸಕ್ಕೆ ನೇಮಕಮಾಡಿರುವ ತಾಲ್ಲೂಕು ಸಬ್ಬೆಕ್ಟರವರು ಈ ಪ್ಯಾಸನ್ನ ಇಂಡಾರ್ಸ್ ನಮಾಡಿದನಂತರ ಇವುಗಳನ್ನ ವಟ್ಟು ಕೋಠಿಗೆ ತೆಗದುಕೊಂಡು ಹೋದಕೂಡ್ಲೆ ಕೋಠೀ ಮುತ್ಸ ದ್ದಿಯವರು ಈ ಪ್ಯಾಸಿನ ಹಿಂಭಾಗದಲ್ಲಿ ರಸೀದಿಯನ್ನ ಬರೆದು ತಾರೀಖು ಹಾಕಿ ದಸ್ಕತ್ ಮಾಡಿ ತಾಲ್ಲೂಕು ಕಚೇರಿಗೆ ರಿಕಾರ್ಡಿಗೆ ಮತ್ತು ತುರ್ತು ದಾಖಲೇಬಗ್ಗೆ ವಾಪಸ್ ಮಾಡತಕ್ಕದ್ದಿದೆ.

		Mds.	Seers.	Tolas.
The bags or boxes exclusive of drugs weighed as noted in margin.	No.			
	~~No.~~			
	~~No.~~			
	Total.			

BANGALORE,

Dated 189 .

ತಾರೀಖು ನೇ 189 .

ಬೆಂಗಳೂರು.

Certified that the foregoing complement of drugs was duly weighed and passed out of the Government Central Distillery Stores this day by the undersigned.

Dated

Assistant Supervisor in charge of the Provincial Head Quarters Depôt.

H.

PERMIT BOOK FOR GANJA RETAIL SHOPS.

Permit to pass from the Wholesale Depôt at the undermentioned drugs to the Retail Shop at License No. , name of License-Holder.

ಗಾಂಜಾ ಚಿಲ್ಲರೆ ದುಕಾ್ದಾರ್ರ ಪರಮಿಟ್ ಬುಕ್ಕು.

ಇದರ ಕೆಳಗೆ ನಮೂದಾಗುವ ಗಾಂಜಾವನ್ನು ಲ್ಲಿರುವ ಒಟ್ಟು ಕೋಠಿಯಿಂದ
ಸ್ಥಳ ಜೋರ್ ನಂ. ಷಾಪು ನಂ. ದುಕಾನಿಗೆ ತೆಗದುಕೊಂಡು ಹೋಗಲು
ಅಧಿಕಾರ ಕೊಟ್ಟು ಇರುತ್ತೆ.

Year, Month and Date. ಸಾಲ್, ತಿಂಗಳ್, ತಾರೀಖು.	Shop No. ದುಕಾ್ ನಂಬರ್.	Locality. ಸ್ಥಳ.	Name of License-Holder. ಲೈಸೆನ್ಸ್‌ದಾರನ ಹೆಸರು.	Quantity and Value of Ganja purchased. ಕೊಂಡುಕೊಂಡು ಬಂದ ಗಾಂಜಾ ಮತ್ತು ಅದರ ಬೆಲೆ				Ganja Contractor or his authorized Agent's Signature against each sale made. ಪ್ರತಿವಂದು ಬಿಕರಿಗೆ ಗಾಂಜಾ ಕಂಟ್ರಾಕ್ಟ್‌ದಾರ್ ಅಥವಾ ಅವರಿಂದ ಅಧಿಕಾರ ಹೊಂಬಿದ ಏಜಂಟರ ದಸ್ಕತ್.	Remarks. ಷರಾ.
				Seers. ಶೇರು.	Rs. ರೂ.	As. ಆ.	P. ಪೈ.		
Total.....									

Wholesale Depôt at

Dated 189 .

(Signed)

Wholesale Vendor at

RULES TO BE STRICTLY OBSERVED BY WHOLESALE VENDOR.

1. Other preparations such as Majum, &c., when supplied by Contractor to be separately accounted for in this form but on a separate page, headed accordingly.

2. At the close of each month the quantity issued should be totalled up and attested by the Wholesale Depôt Agent.

3. This Permit Book shall be kept true and correct and produced to the Abkari officer whenever required by the Retail Vendor.

4. No drugs should be issued by the Wholesale Vendor unless this Pass Book be produced and the necessary entry be first made and attested by the Wholesale Vendor previous to the issue of such drugs.

5. Drugs shall be sold for ready cash only.

6. In the Town and Cantonment of Bangalore and in the Town of Mysore not less than 10 seers of Ganja and 5 seers of Majum at a time shall be sold at the Wholesale Depôts. In all other places the minimum quantity for sale at the said Depôts is fixed at 5 seers and 2 seers respectively for these drugs. No fractions of a seer of either drug shall be sold at the Depôts. Retail Vendors should not be induced on any pretext to take more than the average quantities usually taken by them especially at the end of the contract for the Wholesale Vend

ಹೋಲ್‌ಸೇಲ್ ದುಕ್ಕಾದಾರನು ಖಂಡಿತವಾಗಿ ಗ್ರಹಿಸಬೇಕಾದ ರೂಲ್ಸು.

೧. ಕಂಟ್ರಾಕ್ಟುದಾರರಿಂದ ಸರಬರಾಯಿ ಆದ ಗಾಂಜಾ ಮಿಳಾಯಿಸಿ ಮಾಡಿದ ಮಾಜಂ ವಗ್ಗೈರೆ ಪದಾರ್ಥಗಳು ಇದೇ ಬುಕ್ಕಿನಲ್ಲಿ ಪ್ರತ್ಯೇಕ ಪೇಲ್ಜಾಗದಲ್ಲಿ ಪದಾರ್ಥದ ಹೆಸರು ನಮೂದು ಮಾಡಿ ಈಗಿದಷ್ಟಲ್ಲಿ ಹೋಲ್‌ಸೇಲ್ ವೆಂಡರಿಂದ ದಾಖಲ್ಮಾಡುತ್ತಾ ಬರಬೇಕು.

೨. ಮಾಸ ಆಖ್ಖರಿಗೆ, ಕೊಪಲ್ಪಟ್ಟ ಗಾಂಜಾ ಮಾಜಂ ಜುಮ್ಲಾ ಮಾಡಿ ಹೋಲ್‌ಸೇಲ್ ವೆಂಡರು ದಸ್ಕತ್ ಮಾಡಬೇಕು.

೩. ಈ ಪರಮಿಟ್ ಬುಕ್ಕು ಸಾಚಾ ಮತ್ತು ಕರಾರುವಾಕಾ ಇಟ್ಟು ಇರಬೇಕು. ಮತ್ತು ಆಬಕಾರಿ ಆಫೀಸರು ಕೇಳಿದವ್ಯಾಳೆ ಚೆನ್ನಾಗಿ ಅಂಗಡಿದಾರನಿಂದ ಹಾಜರ್ಮಾಡಿಸಲ್ಪಡಬೇಕು.

೪. ಈ ಪುಸ್ತಕ ಹಾಜರು ಮಾಡುವವರಿಗೂ, ಗಾಂಜಾ ಅಥವಾ ಮಾಜಂ ಹೋಲ್‌ಸೇಲ್ ವೆಂಡರಿಂದ ಕೊಡಲಾಗದು. ಗಾಂಜಾ ಇಲ್ಲವೆ ಕೊಡಿಸಲ್ಕೆ ಮುಂಚೆ ಅಂಕೆ ದಾಖಲ್ ಮಾಡಿಕೊಂಡು ಲೈಸೆನ್ಸ್ ಹೋಲ್‌ಸೇಲ್ ವೆಂಡರನ ದಸ್ಕತ್ ಇಲ್ಲದೆ ಯಾವಾಗ್ಯೂ ಕೊಡ ಕೂಡದು.

೫. ಗಾಂಜಾ ಮತ್ತು ಮಾಜಂ ವಗ್ಗೈರೆ ಪದಾರ್ಥಗಳು ನಗದು ಖರೀದಿಗೆ ಮಾತ್ರವೇ ಮಾರಬೇಕು.

೬. ಬೆಂಗಳೂರು ಟೌನ್ ವ ಕಂಟೋನ್ಮೆಂಟಿನಲ್ಲಿ ಮೈಸೂರು ಟೌನ್‌ನಲ್ಲಿ ಗಾಂಜಾ ೧೦ ಶೇರು, ಮಾಜಂ ೫ ಶೇರಿಗೆ ಕಮ್ಮಿ ಯಾಗಿ ಕೊಡಕೂಡದು. ಇತರ ಒಟ್ಟು ಜೋಡಗಳಲ್ಲಿ ೫ ಶೇರು ಗಾಂಜಾ ೨ ಶೇರು ಮಾಜಂಗೆ ಕಮ್ಮಿಯಾಗಿ ಮಾರಕೂಡದು. ಯಾವ ಪದಾರ್ಥವೇ ಆಗಲಿ ಶೇರಿಗೆ ಮತ್ತಷ್ಟು ಭಾಗವೆ ಜೋಡಗಳಲ್ಲಿ ಮಾರಕೂಡದು. ಯಾವಾಗ್ಯೂ ಮಾನೂಲ್ ಮ್ಯಾನುಗೆ ಚೆಲ್ಲರೆ ಅಂಗಡಿ ಗಾರರು ತಮ್ಮ ಸ್ವಂತ ಉಪಯೋಗಕ್ಕೆ ಅವಶ್ಯವಾದಷ್ಟು ಗಾಂಜಾ ಮಾಜಂ ಜಾಸ್ತಿಯಾಗಿ ತೆಗೆದುಕೊಳ್ಳಲು ಮುಖ್ಯವಾಗಿ ಒಟ್ಟು ಜೊತೆಯ ಕಂಟ್ರಾಕ್ಟು ಪೂರೈಸುವ ಕಾಲದಲ್ಲಿ ಬಲಾತ್ಕಾರ ಮಾಡಕೂಡದು.

APPENDIX I.

This agreement is entered into the day of one thousand eight hundred and ninety between Excise Commissioner in Mysore, for the time being on behalf of the Government of His Highness the Maharaja of Mysore, on the one part, and on the other, for the exclusive privilege of the wholesale vend of Ganja and its preparations (except Halva), throughout the Territories of Mysore, exclusive of the Civil and Military Station of Bangalore.

We the said do hereby engage to pay to the said Government of Mysore the minimum guaranteed amount including Local Cess of Rs. for the exclusive privilege of the wholesale vend of Ganja and its preparations (except Halva), for years from to , both days inclusive, and we do accordingly bind ourselves, our heirs, executors and representatives to perform our engagements, to abide by the terms of this agreement with the said Government of Mysore and to observe the following conditions, and as security for the due performance thereof, we deposit Rs. being one-fourth of the yearly guaranteed contract amount (as particularized in the schedule annexed), to be held at the disposal of the said Government of Mysore to the close of the contract.

Conditions.

I. The contract shall not be transferable without the previous sanction of the Excise Commissioner, subject to the approval of the Mysore Government.

II. For the purposes of this contract, Government may decline to recognize any representative, agent or partner appointed or taken by the contractors during the period of the contract, unless such representative, agent or partner shall have been first approved of by the Excise Commissioner for the time being.

III. (A) The minimum amount guaranteed shall be payable to Government in 12 equal monthly instalments on or before the 20th of each month.

(B) The contractor shall pay into the Taluk Treasuries of the State or into the Bangalore District Treasury fees on wholesale sales of ganja and preparations thereof at the rates prescribed by Government and mentioned in para V following. If the total amount of fees accruing on the wholesale sales of ganja and its preparations at the rates above mentioned, be not sufficient in any month to make up the instalment of the guaranteed amount for that month, the contractor shall pay such further amount as may be required to make up the deficiency. On the other hand, if the said fees exceed the said instalment, the excess shall be available to make up the deficiency in any other month of the same official year, this deficiency being adjusted by short payment into the Treasury when the khist for the month is tendered to the extent of such *net* excess sales as may be available when such khist fell due. If the sum available is at any time more than sufficient to make up the deficiency to which it has been applied, the surplus thus accruing shall be paid into the Bangalore District Treasury alone with the instalment of the month in which such surplus was realised.

(C) In case of default in the payment of any of the instalments as aforesaid up to the 15th of the month following that for which it is due, interest at 6 per cent per annum shall be payable in addition; and with the sanction of Government, it shall be lawful, for the Excise Commis-

sioner, to declare the deposit forfeited, to order the contract to be taken under Government management, or to declare the lease forfeited and to dispose of it otherwise at the contractor's risk and loss, and further to recover all arrears together with the loss of revenue entailed on Government by such disposal, by the attachment and sale of his property, personal or real, including cash at Wholesale Depôts, in accordance with the rules relating to the recovery of arrears of land revenue.

IV. All ganja and its preparations transferred from a Wholesale Depôt in one District, to a Wholesale Depôt in another District, shall be covered by a Transport Pass in the prescribed form, and when sent from one Wholesale Depôt to another in the same District, they shall be covered by the "Contractor's Pass" in the prescribed form; and the conditions of such Passes shall not be infringed; and the number and date thereon shall be duly quoted in the depôt account against the entry of receipts in the depôt registers. Those sold at the depôt to retail vendors shall be covered by a Permit in the prescribed form signed by the contractor or his authorized agent, the conditions whereof shall not be infringed.

V. The fees inclusive of local cess on the wholesale vend, payable to Government, and rates of prices for the wholesale and retail vend of ganja and majum, per seer of 24 tolas, are fixed as specified below for the whole Province:—

	Rates of fee payable to Govt. on Wholesale vend.	Wholesale price.	Retail price.
	Rs. As. P.	Rs. As. P.	Rs. As. P.
Ganja per seer of 24 tolas...	0 6 0	0 10 0	0 13 0
Majum or any other preparations of ganja (except halva) per seer of 24 tolas...	0 2 0	0 4 0	0 6 0

VI. The contractor shall conform to the rules now in force, or any additional rules which may be prescribed from time to time by the Government, not inconsistent with the terms of this notification.

VII. The contractor shall be at liberty to raise his own ganja on applying for and obtaining a Government patta to be granted by the Amildar, the conditions whereof shall be strictly adhered to, or to purchase it from raiyats permitted to raise it.

VIII. For any infringement of the above conditions, the contractor shall be liable to a fine not exceeding Rs. 500 to be levied at the discretion of the Excise Commissioner, and to the forfeiture of the contract, with the approval of Government, if deemed necessary, and to such further penalties as are prescribed by the laws in force for breaches thereof or of the rules framed by Government.

In witness whereof Excise Commissioner in Mysore, for the time being, on behalf of the Government of Mysore, and the above said Ganja contractors for the Territories of Mysore, exclusive of the Civil and Military Station, hereunto set our hands and seals this day of 189 , at the Excise Commissioner's Office in the Fort of Bangalore.

Excise Commissioner in Mysore for the time being, on behalf of the Government of Mysore.

Ganja contractors for the Territories of Mysore exclusive of the Civil and Military Station.

Sealed, signed and delivered in presence of us :—

Witnesses.

1.

2

SCHEDULE.

List of cash or Government securities lodged by the aforesaid Ganja contractors in the performance of the above contract for years from 1st to 189 .

Lodged by whom.	Loan.	Rate of Interest.	No. on the Bonds.	Amount.	Remarks.

APPENDIX J. (i)

Monthly detailed Account of the total Daily Sales of Ganja for the Depôt at ( ) with abstract Stock and Cash Account for the month of

ಯಾದಾಸ್ತು ರೋಜೀನಾ ಬಿಕರಿ ಆದ ಗಾಂಜಾ ಗೋಷ್ವಾರೆ ವಟ್ಟು ಕೋಠಿಯ ಲೆಕ್ಕ ಮತ್ತು ಇತ್ಯಾದಿ ನೇಇನೆವಿ ನೇ ಮಾಹೆ ಜಿನಸಿ ಜಮಾ ಖರ್ಚು.

1	2	3	4	5			
License No. ಲೈಸೆನ್ಸ್ ನಂ.	Place. ಸ್ಥಳ.	License-holder's Name. ಲೈಸೆನ್ಸ್ ಹೋಲ್ಡರ್ ಹೆಸರು.	1 2 3 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	Monthly Total of Daily Sales to Vendors. ರೋಜೀನಾ ಬಿಕರಿ ಮಾಡಿದ ಮಾಹೆ ಒಟ್ಟು ಆಂಕೆ.			
				Seers. ಕೀಲಾ.	Rs. ರೂ.	A. ಆ.	P. ಪೈ.

Stock in Kgi. ಕೊಠಡಿಯಲ್ಲಿರುವ ಪಿಸಿ.

A. Grand Total ಒಟ್ಟು ಜಮ್ಮಾ ..	Seers.		
B. Wastage ತಗ್ಗು ..	Seers.	T.	
C. Total (Cols. A & B) ಜಮ್ಮಾ (A B ಕಾಲಂಗಳ) ..	Seers.	T.	
D. Balance ಶಿಲ್ಕು ..	Seers.	T.	
E. Receipts ಜಮಾ ..	Seers.	T.	
F. Total (Cols. D & E) ಜಮ್ಮಾ (D E ಕಾಲಂಗಳ) ..	Seers.	T.	
Closing Balance (Col. G from Col. F.) ಆಖೈರು ಶಿಲ್ಕು (F ನೇ ಕಾಲಮಿನಿಂದ G ನೇ ಕಾಲಂ ಮೈನಸ್) ..	Seers.	T.	

APPENDIX J (ii.)

Monthly detailed Account of the total Daily Sales of Majum for the Depôt at ( ) with abstract Stock and Cash Account for the month of

ಯಾದಾಸ್ತು ರೋಜೀನಾ ಬಿಕರಿ ಆದ ಮಾಜುಂ ಗೋಷ್ವಾರೆ ಒಟ್ಟು ಕೊಠಿಯ ಲೆಕ್ಕ ಮತ್ತು ೦ಗ್ಡ ನೇ ಇಸವಿ ನೇ ಮಾಪೆ ಜನಸಿ ಜಮಾ ಬಹುದ್ದ.

1	2	3	4	5			
License No. ಲೈಸೆನ್ಸ್ ನಂ.	Place. ಸ್ಥಳ.	License-holder's Name. ಲೈಸೆನ್ಸ್ ಹೋಲ್ಡರ್ ಹೆಸರು.	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	Monthly Total of Daily Sales to Vendors. ರೋಜೀನಾ ಬಿಕರಿ ಮಾಡಿದ ಮಾಹೆ ಒಟ್ಟುಅಂಕೆ.			
				Seers. ಕೇರು.	Rs. ರೂ.	A. ಆ.	P. ಪೈ.

Stock in Kothi. ಕೋಠಿಯಲ್ಲಿರುವ ಪೈಸು.

2. Wastage ತಗ್ಗು. .. Seers.

3. Total (Cols. 1. & 2) ಜುಮ್ಲಾ. (೧—೨ನೇ ಕಾಲಂಗಳ) .. T. Seers.

4. Balance ಕಿಲ್ಲು. .. T. Seers.

5. Receipts ಜಮಾ. .. T. Seers.

6. Total (Cols. 4 & 5) ಜುಮ್ಲಾ. (೪—೫ನೇ ಕಾಲಂಗಳ) T. Seers.

Closing Balance (Col. 3 from Col. 6.) ಆಖೈರು ಕಿಲ್ಲು ೬ನೇ ಕಾಲಂ ನಿಂದ ೩ನೇ ಕಾಲಂ ವಜಾ) .. T. Seers.

DATED ತಾರೀಖು 189 ಇ.

APPENDIX K.

Ganja Account of Retail Shop No. Door No. in the
Taluk District.

Name of License-Holder.

ಚಿಲ್ಲರೆ ಗಾಂಜಾ ದುಕಾ೯ದಾರು ಬರಿಯತಕ್ಕ ಲೆಕ್ಕದ ಒಕ್ಕ ಷಾಪು ನಂ. ಡೋರ್ ನಂ. ಡಿಸ್ಟ್ರಿಕ್ಟ
ತಾಲ್ಲೂಕು ಗ್ರಾಮ
ಲೈಸೆನ್ಸದಾರನ ಹೆಸರು.

1	2	3	4	5	6	7	8	9						10
Date. ತಾರೀಖು.	Quantity of Ganja in store yesterday. ನಿನ್ನೆಯಿನ ಹಾಜರಿದ್ದ ಗಾಂಜಾ ತೂಕ.		Purchased from the Contractor. ಕಂಟ್ರಾಕ್ಟುದಾರನಿಂದ ಕೊಂಡುಕೊಂಡು ತಂದದ್ದು.		Total. ಜುಮ್ಲಾ.		Quantity sold this day on bar. ಗಲ್ಲಾ ಪೆಟ್ಟಿಗೆ ಈದಿನ ವಿಕ್ರಯವಾದ ಗಾಂಜಾ.		On Special Passes. ಪಾಸ್ ಪಾಸ್ಸಿನಲ್ಲಿ ವಿಕ್ರಯವಾದ್ದು.		Total. ಜುಮ್ಲಾ.		Quantity left in store. ಹಾಜರು ಸಿಲ್ಕ ತೂಕ.		Rate per Seer. ದರ ಕೇರು ಒಕ್ಕೆ.						Remarks.
								Whole sale. ಒಟ್ಟು ಬಿಕ್ರಿ ಬಾಬತು.			Retail ಚಿಲ್ಲರೆ ಬಿಕ್ರಿ ಬಾಬತು.			
								Rs. ರೂ.	A. ಅ.	P. ಪೈ.	Rs. ರೂ.	A. ಅ.	P. ಪೈ.	
	Seer. ಕೇ.	Tola. ತೊ.	Seer. ಕೇ.	Tola. ತೊ.	Seer. ಕೇ.	Tola. ತೊ.	Seer. ಕೇ.	Tola. ತೊ.	Seer. ಕೇ.	Tola. ತೊ.	Seer. ಕೇ.	Tola. ತೊ.	Seer. ಕೇ.	Tola. ತೊ.									
Total . . ಜುಮ್ಲಾ . .																							

APPENDIX L.

Wholesale Depôt Waste-Book for Ganja and Majum. ಒಟ್ಟು ಕೋಠಿಯ ಗಾಂಜಾ ಮಜೂಂ ರೋಜಮಾರ್ ಕೆಚ್ಚಾ ಬುಕ್ಕು.

Date. ತಾರೀಖು.	Balance. ಕಿಲ್ಕು.		Brought. ಜಮಾ.		Total. ಜಾಮ್ಲಾ.		Locality. ಸ್ಥಳ.	License No. ಲೈಸೆನ್ಸ್ ನಂ.	Name of Vendor. ದುಕಾನ್‌ದಾರನ ಹೆಸರು.	Issued to Vendors. ದುಕಾನ್‌ದಾರ್‌ರಿಗೆ ಕೊಟ್ಟುದ್ದು.								Total Sales. ಒಟ್ಟು ಬಿಕ್ರಿ.			Balance. ಕಿಲ್ಕು.		Remarks. ಪದಾ.
	Ganja. ಗಾಂಜಾ.	Majum. ಮಜೂಂ.	Ganja. ಗಾಂಜಾ.	Majum. ಮಜೂಂ.	Ganja. ಗಾಂಜಾ.	Majum. ಮಜೂಂ.				Ganja. ಗಾಂಜಾ.				Majum. ಮಜೂಂ.							Ganja. ಗಾಂಜಾ.	Majum. ಮಜೂಂ.		
										At Rs. Seer of 24 Tolas. ಎಷ್ಟು ತೊಲೆ ಬಾಬ್ತಿ ಕೇರು ಒಕ್ಕೆ ಮೇರಿಗೆ.				At a Seer of 24 Tolas. ಎಷ್ಟು ತೊಲೆ ಕೇರು ಮೇರಿಗೆ.										
	Seers. ಕೇರು.	Seers. ಕೇರು.	Seers. ಕೇರು.	Seers. ಕೇರು.	Seers. ಕೇರು.	Seers. ಕೇರು.				Seers. ಕೇರು	Rs. ರೂ	As. ಆ	P. ಪೈ	Seers. ಕೇರು	Rs. ರೂ	As. ಆ	P. ಪೈ	Rs. ರೂ	As. ಆ	P. ಪೈ	Seers. ಕೇರು	Seers. ಕೇರು		

RULES FOR THE GUIDANCE OF THE OFFICERS CONCERNED.

1. The entries in this account shall be made at once as transactions occur, the balances struck regularly every evening, and after the whole of the day's account is written up, it should be signed *every night* by the Wholesale Vendors before they close the shop.

2. Erroneous entries in this account which render it false will entail prosecution for keeping false account.

3. This book should be paged and each page should be sealed and initialled by the Amildar and the number of pages should be noted under his signature on the fly leaf.

4. The Contractor's Registers should, after the close of the Contract, be sent to the Amildar's office for record.

ಸಂಬಂಧ ಪಟ್ಟ ಉದ್ಯೋಗಸ್ಥರ ತಿಳುವಳಿಕೆಗಾಗಿ ದಾಖಲ್ಮಾಡಲ್ಪಟ್ಟ ರೂಲ್ಸು.

೧. ವ್ಯಾಪಾರ ಆದ ಹಾಗೆಲ್ಲಾ ಈ ಲೆಕ್ಕದಲ್ಲಿ ಅಂಕೆಗಳು ಬಾರ್ ಮಾಡಿ ಪ್ರತಿ ಸಾಯಂಕಾಲ ಕ್ರಮವಾಗಿ ತಿಲ್ಕುಗಳು ತೆಗದು ಪ್ರತಿ ದಿನದ ಲೆಕ್ಕ ಪೂರೈಸಿದ ಬಳಿಕ ಕೊೀಠಿ ಮುಚ್ಚುವ ಕಾಲದಲ್ಲಿ ಹೋಲ್‌ಸೇಲ್ ಮುತ್ಸದ್ದೀ ದಸ್ಕತ್ ಮಾಡಬೇಕು.

೨. ತಪ್ಪು ಅಂಕೆಗಳು ಬಾರ್ ಆಗಿ ಇದ್ದರೆ ಸುಳ್ಳುಯೆಂದು ತೋರೆಲ್ಪಡುತ್ತೆ, ಆದ್ದರಿಂದ ಸುಳ್ಳು ಲೆಕ್ಕ ಇಟ್ಟಿದ್ದಾರೆಂದು ಪ್ರಾಶಿಕ್ಯೂಷ್ಷ ಮಾಡಲ್ಪಡುತ್ತೆ.

೩. ಈ ಪುಸ್ತುಕಕ್ಕೆ ಪುಟ ಸಂಖೆ ಹಾಕಿ ಅದರಲ್ಲಿರುವ ಪೇಜುಗಳು ಮೊದಲನೇ ಕಾಗದದಲ್ಲಿ ಅಮಲ್‌ದಾರ್ರು ದಾಖಲ್ಮಾಡಬೇಕು. ಪ್ರತಿ ಹಾಳೆಯೂ ಮೇಲ್ಕಂಡ ಆಫೀಸರರು ಸೈನ್ ಮಾಡಿ ದಸ್ಕತ್ ಮಾಡಬೇಕು.

೪. ಕಂಟ್ರಾಕ್ಟುದಾರನ ರಿಜಿಸ್ಟರು ಕಂಟ್ರಾಕ್ಟು ಪೂರ್ತಿಯಾದ ನಂತರ ರಿಕಾರ್ಡು ವಿಲೆ ಬಗ್ಗೆ ಅಮಲ್‌ದಾರ್ರ ಆಫೀಸಿಗೆ ಕಳುಹಿಸತಕ್ಕದ್ದು.

APPENDIX M.

Instructions for the guidance of Inspecting Officers visiting Ganja Drug Shops.

Preliminary.—The visit should be paid suddenly, by day or night, the scales and weights, the drugs being vended on bar, the License, Accounts and Permit Books, being taken possession of.

Retail License.—The points specified below should be carefully committed to memory. A glance round, a question put here and there to the vendor or by-standers, &c., will enable the Inspecting Officer to at once learn if all conditions are given practical effect to, or which of them are broken. Brief notes as to how each Rule has been broken, if any, should be entered in their Diaries.

(1) License not transferable.

(2) Only parties named can act.

(3) Both Vendor and License-holder—equally responsible.

(4) Sales to be effected only in shops or at places specified.

(5) Shop sign-board.

(6) Quality of drug.

(7) Sale at rates fixed.

(8) Retention of all stock in shop.

(9) Sales to European Troops, Children, Police and Excise Officers in uniform. Ganja-khanas, &c.

(10) Gambling, disorderly conduct, consumption of drug in shop, &c.—all interdicted.

(11) Report of suspicious characters to Police or Magistrate enjoined.

(12) Limit to sales fixed—over that, on Magistrate's passes.

(13) Sales for cash only.

(14) Barter or pledge, &c., interdicted.

(15) Time for vend fixed.

(16) Harbour of any one at night in shop illegal.

(17) Sale at lower rates than fixed illegal.

(18) Stock must tally with Accounts.

(19) Purchase of drugs restricted to contractor—(except Halva—made at Vendor's risk after sanction).

(20) Drugs to be covered by pass.

(21) Accounts to be true and correct.

(22) License, Shop-Account, ass-book—always to be kept in shop; officers empowered to call for and enforce Rules specified.

(23) Hinerating License—check of sales, &c., effected under—defined.

(24) Tenure of License—recall, cancellation, resignation, renewal—restricted to provisions of Act.

(25) License Fees—Excess Sales—how and by whom recoverable.

(26) Scales and weights—true and correct—weights stamped and value represented impressed thereon—temporary fixtures, &c., interdicted.

(27) Construction of Shop to be regulated as set forth, and use of boxes, screens, &c., interdicted.

(28) Power of Excise Officers to serve Notice for breach of Rules and obtain written explanations therein in the manner indicated—obedience to be enforced, if neglected.

(29) Penal Clause.

Of the foregoing the more important points needing detailed investigation are as follow :—

(1) *Scales.*—These should be examined thus—

(*a*). Lay the dishes on the board, raise the bar by the string or strap—till taut on rod. Avoid or protect scales from the wind. Carefully and slowly lift the whole off the board by the suspension rod and observe if the index scores the weight of the dishes *exactly* equal. If not, add grain weights, note difference, and record.

(*b*). Observe if the dishes are slung equi-distant from the bar *at both sides* ; and note extent of deflection, if any.

(*c*). See if there exist any indications of wax having been used under the dishes, or to the strings, and if so, note the fact. (In the 2nd case, a second call should be made after night-fall, to catch the Vendor red-handed, and the quantity of wax, if found, noted).

(*d*). See if there are any temporary fixtures, such as buttons, rings, beads, &c., to the suspension strings, &c., to adjust the scales ; and if so, note the fact and the amount of deflection the removal thereof will secure.

(*e*). Now calculate in grains what each and all of these will score as far as facts *there* exhibit the same, and note in detail.

(*f*). Deduct the total grains from the number of grains in the lowest, or next higher denomination of weights used, and record how much of such value is gained by these differences, severally and jointly.

(*g*). Strike the sales daily, and note what the difference in value the Vendor would realize on sales so effected, daily and monthly, and record the results.

(*h*). A Notice should be served pointing out the breach of License Rules these deflections involve, and the Vendor should, after reading or having it read over to him, attest it in the presence of two witnesses. Register of such notices shall be kept by the Excise Officer for reference and evidence.

(*i*). If not rectified, or still persisted in, the Rule should be enforced through the Police.

(2) *Weights.*—The weights should be wiped, examined carefully to see if they have been tampered with, and tested at each inspection with the standards. The results should be recorded. Breaches as for item one to be enforced through the Police.

(3). *Quality of drugs vended.*—These should be of "good quality," not mouldy nor black from age with little or no evidence of the pungent characteristic odour of good Ganja. No sand, stones, stalks, &c., should be used therewith, so as to mar their market value or potential effects. Small specimens of drugs should be taken with the Inspecting Officer at each visit with a note of date of issue to identify the consignment with that issued from the wholesale Depôt. It is distinctly to be understood that if *bad drugs* are offered for sale against rules, or if the Inspecting Officer is of opinion that the drugs vended are evidently not those obtained from the Renter's Stores or Depôt, he should assemble a panchayet through the Village Patel,

or nearest Police Station Officer, if in the vicinity, and if they concur, all such bad or suspicious drugs shall be sealed and placed before a Magistrate for orders, after the evidence has been recorded in writing and duly attested by all the parties concerned. Should the panchayet not concur with the Inspecting Officer, two small parcels of a few tolas each should be made up and sealed, one to be handed over to the Patel or Police Station Officer's custody, and the other sent to the Deputy Commissioner for orders being obtained departmentally thereon.

(4). *License.*—The most important point is to ascertain if the party or parties actually hold a license, and the license should always be demanded at each inspection by the Inspecting Officer who should see if the parties named in the License are those actually vending. In his Diary breaches of every one of the points alluded to in the License should be noted briefly, and action taken thereon. The provisions of the Excise Act and Rules and the Procedure therein laid down should be adhered to.

(5). *Permit and Account Books—Stock—Data for Returns.*—The drugs purchased from the Renter, as per Permit-Book entries, should be compared with the receipts recorded in the Shop Account Books daily, to see if they tally, and differences, if any, noted. The daily sales should be totalled up, and the balances struck, and verified with entries in the Shop Account Book in detail. It must be distinctly understood that no account is incorrect unless the balance recorded is wrong, and not even then, if the next day's balance be correctly entered. It is only when a false balance is brought forward day after day, and the accuracy of the whole account to date of inspection, or that the quantity of drugs on hand shows a striking disparity, when compared with that booked, that the account can be considered to be false in the sense of the License Rules, and prosecution is justifiable to protect the interests of this Department. "Criminal intent" "fraud", &c., would enhance the guilt of the party, but those points though important are not necessary to obtain conviction for a breach of License Rule No. 9. After the accounts have been thoroughly scrutinized, the data needed should be noted in the Inspecting Officer's Register. A comparison with the Tester's Returns should be effected at this opportunity, and eventually with the Renter's Books at Stores or Depôt, or both.

(6). *Rates at which drugs are sold.*—Careful enquiry should be made that the rates prescribed for wholesale and retail vend are observed, and steps taken to verify such sales, now and again, to practically observe if the correct weights are used, and the proper complement of drugs is given for cash tendered. It should also be seen that no credit sale is allowed, no bad characters resort to the shop, no gambling, &c., are practised, and no jewels pledged or pawned for drugs. Jewels or other suspicious articles found in drug shops should invariably be placed before the Magistrate for orders.

WHOLESALE LICENSE. INSPECTING OFFICERS' VISITS TO DEPOTS, &c.

1. The principal points which should engage the attention of an Inspecting Officer are as follow :—

(*a*). To verify the entries in the Depôt Books, the Permits granted by the Renter for each item of Receipts entered, &c.

(*b*). If purchased on the authority of the Renter locally, that such receipts are covered by the Pass-ports in each case.

(*c*). That the sales are restricted to the Vendors allotted to each Depôt, and each sale is covered by an entry in the Permit Book, and has been made at the authorized rates for cash only.

(*d*). That the Depôt Registers and Permit Books are signed by authorized parties alone.

(*e*). That the drugs vended are without stalks, of good quality, unadulterated in any way so as to mar their market value or potential effects, &c.

(*f*). That the average daily, and minimum complements of stock fixed in the Rules have been fully maintained—breaches if any, with the loss entailed by vendors, being calculated and reported at once with Wholesale Vendor's explanation and Retail Dealer's complaints on this score.

(*g*). That the scales are true and correct, and that the weights used are stamped and correct.

(*h*). That sales are restricted to time fixed, and proper sign-boards are hung up.

(*i*). That the License, Accounts, &c., are kept in the prescribed form.

2. In cases of breach of the conditions in the License, the Ganja Rules, or Excise Act (XXII of 1881), by the Wholesale Depôt Vendor, the necessary evidence should be recorded in writing, attested by the parties concerned, and the explanation of the person who committed the offence, obtained, under his signature, and the proceedings submitted with the Excise Officer's report thereon, to the Deputy Commissioner for orders.

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THE

SORE GAZETTE.

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Separate paging is given to this Part in order that it may be filed as a separate compilation.

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PART I.

Notifications by the Dewan to His Highness the Maha Raja of Mysore.

GENERAL.

NOTIFICATIONS.

The 19th January 1883.

No. 22.—It is hereby notified for public information that the undermentioned jodi village which has been duly attached in satisfaction of the arrears of revenue due to Government (as shown in the subjoined statement) by the said jodidars, will be sold by public auction at the place and on the date mentioned in the annexed statement. The sale will commence at 11 A M. on the date specified, and the village will be knocked down to the highest bidder without reserve.

2. Provided that when a village is divided into separate recognized vrittis, the Deputy Commissioner may at his option, instead of selling the village as a whole, sell each vritti separately.

3. The purchaser will be required to deposit 25 per cent of the purchase money at the time of sale, and where the remainder of the purchase money may still be paid within fifteen days from the day of sale, the money so deposited shall be liable to forfeiture.

4. When such deposit shall not be made, nor the remaining purchase money paid up, the lands shall be re-sold at the expense and risk of the first purchaser.

5. Persons bidding at the sale may be required to state whether they bid on their own account or as agents, and in the latter case to deposit a written authority signed by their principals, otherwise their bids may be rejected.

6. The sale shall be stayed, if the defaulter, or any other person acting on his behalf, or claiming an interest in the land, tenders the full amount of the arrears of revenue with the interest and other charges; provided such tender be made before sunset on the day previous to that appointed for the sale.

7. The sale of the property will not become absolute until the sale has been confirmed by the Dewan.

8. Purchasers having completed the payment of the purchase money will, as soon as the sale has been confirmed by the Dewan, be placed in immediate possession and the village will be registered in the name of the purchaser, and a certificate of sale signed and sealed by the Deputy Commissioner will be granted to him. It is to be distinctly understood that the Government are not responsible for errors of description and in estimated extent.

9. Provided parties deeming themselves aggrieved by the sale shall be at liberty to appeal to the Dewan within 30 days from the day of sale, and the purchase shall be conditional on the final order in such appeal

District.	Taluk.	Hobli.	Village.	Names of Jodidars.	Estimated Extent.		Estimated Gross Rental or Beriz.			Quit-Rent payable annually to Government.			Arrears of Government Revenue for which Village is to be sold.			Date of Sale, &c.
						C.	Rs.	A.	P.	Rs.	A.	P.	Rs.	A.	P.	
Kolar.	Chintamani.	Chintamani.	Konga Timmanahalli (Jodi)	1. Annaiyachar. 2. Krishnachar.		80	151	2	8	50	0	0	297	2	5	5th March 1883, at the Village before the Amildar.

The 26th January 1883.

No. 29.—Under the provisions of Section 6 of Act X of 1870 (Land Acquisition Act), it is hereby declared that the undermentioned house situated in the Fort at Mysore is required for public (Palace) purposes :—

Boundaries.

House bounded on the east by Palace Karohatti.

South by house tenanted by Volabagal Puttappa.

West by Bidadi Daffedar Javanaiya's house.

North by lane near Biddhatti, Karohatti. The house measures about 40 feet east and west and 36 feet north and south, and is said to belong to Srinivasajois and is now in the occupation of Torayar Linga.

No. 31.—The transfer of "Koppal" village, Bálo Firka, from the late Lakvalli to the Chikmagalur Taluk, which was notified in Notification No. [illegible], dated 21st November 1882, is cancelled.

2. The village of Dasarahosahalli of the Ubrani Sammat is transferred from the Tarikere Taluk to the Channagiri Taluk.

The 31st January 1883.

No. 33.—Mr. T. Ananda Rao, Assistant Commissioner, arrived at Hassan on the morning of the 19th and assumed charge of the Sub-Division on the 22nd instant from Mr. C. Madaiya.

The 1st February 1883.

No. 34.—Under the provision of Section 6 of Act X of 1870 it is hereby declared that the building specified below is required for a public purpose, *i. e.* for the extension of Arcot Srinivasachari's Street in the Municipality of the Town of Bangalore. The sketch plan of the ground may be inspected in the Office of the Town Municipal Commission Premises No. 99—2, Arcot Srinivasachari's Street :—

District.	Talak.	Village.	Name of owner.	Boundaries of the building required.	Description.	Area.
Bangalore.	Do.	Do.	Dhobi Ranganna.	Bounded on the East by the house of one Dadu Saib. Do West by Syed Abdul Khadar's house. Do North by Arcot Srinivasachari's Street Do South by Ránasingh Pettah Road.	House property.	Length 39 feet. Breadth 28 feet Area 121½ square yards.

The 2nd February 1883.

No. 35.—In supersession of Notification No. 21, dated 19th January last, the subjoined revised Notification regarding the sale of the Gánjà contract of the Bangalore District including the Town of Bangalore on the minimum guarantee system is published for general information.

Tenders are hereby invited for the exclusive privilege of the wholesale vend of gánjá and any preparation thereof, in the District of Bangalore including the Town and excluding Civil and Military Station of Bangalore, for three years, *viz.*, from 1st April 1883 to 31st March 1886, subject to the conditions hereinafter set forth.

2. Each tender must specify the minimum revenue which the tenderer will guarantee yearly to Government and must be accompanied by a deposit of Rs. 50 in cash, and enclosed in a cover superscribed with the words "Tender for the exclusive privilege of selling gánjá and any preparation thereof in the Bangalore District excluding the Civil and Military Station of Bangalore."

3. The tenders must be delivered at the Office of the Deputy Commissioner, Bangalore District, on or before noon of the 8th March 1883 when they will be opened by the Deputy Commissioner in the presence of the applicants. The applicant whose tender may be selected by the Deputy Commissioner for recommendation to Government will be required to deposit at once in cash or in Government securities, a further sum equal to one-twelfth (or one month's instalment) of the amount guaranteed annually to Government; failing which, the deposit made with the tender will be forfeited.

4. When the decision of the Government is announced, the deposits made by the applicants whose tenders have been rejected, will be thereupon returned to them on their application. The Government reserves to itself the power of rejecting the highest or any tender without assigning any reason.

5. The party whose tender may be accepted shall, within 8 days after the Government decision has been communicated to him, deposit with the Deputy Commissioner, a sum in cash or Government securities duly endorsed, which, with the sums previously deposited under para 3, shall be equal to one-fourth of the yearly revenue guaranteed; and shall execute an agreement in the usual form on proper stamp, binding himself to conform to the conditions hereinafter set forth; and if he fails or refuses to sign the agreement, or to make the deposit required, the deposits already made will be forfeited to Government, and the lease otherwise disposed of.

6. Should the sales of gánjá and its preparations in any year by the contractor to the licensed vendors exceed the guaranteed amount, 25 per cent of such excess shall be duly paid over to Government with the last instalment payable for each year. Each year's account shall be closed separately and the excess of one year cannot be claimed as a set off against the deficit of any other year. Should the excess sales of the 2nd and 3rd years be more than the realizations of the 1st year, Government [illegible] of claiming a proportionate enhanced percentage on such excess sales.

Conditions.

I. The contract shall not be transferable, except with the approval of the Deputy Commissioner.

II. For the purposes of this contract, Government may decline to recognize any representative agent or partner appointed or taken by the contractor during the period of the contract, unless such representative agent or partner shall have been first approved of by the Deputy Commissioner of the District for the time being.

III. The minimum annual revenue guaranteed shall be paid by the contractor into the District Treasury at Bangalore by equal monthly instalments, together with local cess thereon, at the rate of one anna per rupee, on or before the 20th day of each month. With the last instalment due for each year shall be paid the 25 per cent on the excess sales over the guaranteed amount or such enhanced proportionate percentage in the 2nd and 3rd years as the excess sales may justify the levy of. In case of default in the payment of any of the instalments, as aforesaid, it shall be lawful for the Deputy Commissioner of the District for the time being, to declare the deposit forfeited, to order the farm to be taken under Government management at the contractor's risk, or to declare the lease forfeited, and to resell it at the contractor's risk and loss, and further to recover all arrears with interest at 6 per cent per annum by the attachment and sale of his property, personal and real.

IV. The number of shops for the sale of gánjá and its preparations and the places at which they are to be kept shall be determined by the Deputy Commissioner, and the contractor shall engage to sell gánjá and its preparations only at the places so fixed. The Deputy Commissioner shall be at liberty to make any alterations in the number and localities of the shops that he may from time to time consider necessary, or to close any shop without any claims for compensation on the part of the contractor in the manner and under the conditions set forth in para IX of this Notification.

V. The confirmation of existing retail vendors, the nomination of new vendors, and the cancellation of licenses shall rest with the Deputy Commissioner under the rules in force. The Deputy Commissioner shall issue licenses in the prescribed forms direct to the retail vendor as in the case of other drugs.

VI. The contractor shall sell gánjá and its preparations only to such licensed vendors, and shall not interfere with the retail vendors in any way.

VII. The gánjá sold shall be of good quality, and not be adulterated ; and the contractor shall always keep on hand at least one month's supply of gánjá.

VIII. The price at which gánjá shall be sold by the contractor to the retail vendor shall be fixed at 8 annas per seer of 24 tolas, and the retail dealer shall sell to the public at 11 annas per seer. The sales of gánjá and its preparations shall be covered by a pass in the prescribed form signed by the contractor or his authorized agent. More than 4 tolas weight of gánjá shall not be sold to the same person on the same day by the retail dealer except for medical purposes on passes issued by a Magistrate.

IX. The Deputy Commissioner shall have power to close any particular shop or shops on the requisition of the Military authorities or Magistracy temporarily or permanently and the contractor shall not be entitled to any compensation therefor. But with the approval of the Deputy Commissioner, the number so reduced might if the public requirements demand it be re-established in other suitable localities. It shall however be at the discretion of that Officer to decline the re-opening of such shops if the number extant exceed the complement licensed in the year 1882—83, and the contractor shall have power only to claim the number so fixed being opened elsewhere and no more. On the other hand, should the exigencies of the state require the closing of shops to any number [illegible] complement so fixed the contractor shall with the sanction of the Government

w Underley

Send Wallace, J Madhavan
Nelgann, and Depuches of
Bangalore, Kanara,
Shimoga Vegandru,
Kerala Durga -

Please is there
Anything else
Paper in same subject

- Atto 27/11

27/11

Edward
Livingston
Edmund
Randolph
Levi
Lincoln
Albert
Gallatin
Paul
Hamilton

GENERAL.

NOTIFICATION.

The 1st March 1886.

No. 210.—Tenders are hereby invited for the exclusive privilege of the wholesale vend of Ganja and any preparation thereof, except Halva, in the (1) Town and District of Bangalore, exclusive of the Assigned Tract ; (2) Town and District of Mysore ; (3) Kadur District ; (4) Shimoga District ; (5) Tumkur District ; (6) Kolar District, (7) Hassan District comprising the Taluks of Hassan, Belur, Manjarabad, Hole-Narasipur, Nagamangla, Attikuppa, Chennarayapatna, Arkalgud and Arsikere and corresponding as nearly as possible with the boundaries previous to 1882—83 ; and (8) the Chitaldroog District, comprising the Taluks of Chitaldroog, Chellakere, Holalkere, Hiriyur, Kankuppa, Davangere and Pavagada and corresponding as nearly as possible with the boundaries previous to 1882—83. The contractor will be bound for the purpose of this contract by the boundaries of the above mentioned Districts as finally revised by the Government before 31st March 1886.

2. The contract will be given for one year from 1st April 1886 to 31st March 1887.

3. Tenders may be presented either for one lump sum contract for the whole Province comprising the Districts mentioned in para 1, or for each of the 8 Districts separately, so that Government may be in a position to accept one for the whole Province or to dispose of the contract by Districts.

4. Each tender must specify the minimum revenue, which the tenderer will guarantee to Government and shall be for one lump sum exclusive of local-cess for the whole Province, or for each District, must be accompanied by a deposit of Rs. 100 in cash, and enclosed in a cover superscribed with the words "Tender for the exclusive privilege of selling Ganja and any preparation thereof, except Halva, for all the Districts of the Mysore Province."

If one lump sum contract for the whole Province is not intended by the tenderer, the tender shall be superscribed with the words "Tender for the exclusive privilege of selling Ganja and any preparation thereof, except Halva, in the District of ."

5. The tenders, whether for the whole Province or for any District only, must be delivered at the office of the Deputy Commissioner of each District on or before the noon of the 16th March 1886, when they will be opened by the Deputy Commissioner in the presence of the applicants. The applicant whose tender may be selected by the Deputy Commissioner for recommendation to Government will be required to deposit at once in cash or in Government securities, a further sum equal to one-twelfth (or one month's instalment) of the amount guaranteed for the year, failing which the deposit made with the tender will be forfeited, and the contract re-sold at the sole risk of the tenderer. The whole of the tenders received by each Deputy Commissioner shall be sent with a list to the Secretary to the Dewan for final selection and approval of Government.

6. When the decision of the Government is announced, the deposits made by the applicants whose tenders have been rejected will be thereupon returned to them on their application. The Government reserves to itself the power of rejecting the highest or any tender without assigning any reason.

7. The party whose tender may be accepted shall, within 8 days after the Government decision has been communicated to him, deposit with the Deputy Commissioner a sum in cash or Government securities duly endorsed, which, with the sums previously deposited under para 3, shall be equal to one-fourth of the yearly revenue guaranteed, and shall execute an agreement in the usual form on proper stamp, binding himself to conform to the conditions hereinafter set forth ; and if he fails or refuses to sign the agreement or to make the deposit required, the deposits already made will be forfeited to Government and the lease otherwise disposed of.

8. Should the sales of ganja and its preparations in the year by the contractor to the li vendors exceed the guaranteed amount, 25 per sent of such excess shall be duly paid over o Government with the last instalment payable for the year.

Conditions.

I. The contract shall not be transferable, except with the approval of the Deputy Commissioner.

II. For the purposes of this contract, Government may decline to recognize any representat, agent or partner appointed or taken by the contractor during the period of the contrac unless such representative agent or partner shall have been first approved of by the Deputy Commissioner of the District for the time being.

III. The minimum revenue guaranteed shall be paid by the contractor into the District Treasury by equal monthly instalments together with local cess thereon, at the rate of one anna per rupee, on or before the 20th day of each month. With the last instalment due for the year shall be paid the 25 per cent on the excess sales over the guaranteed amount. In case of default in the payment of any of the instalments as aforesaid, it shall be lawful for the Deputy Commissioner of the District for the time being to declare the deposit forfeited, to order the farm to be taken under Government management or otherwise at the contractor's risk, or to declare the lease forfeited, and to re sell it at the contractor's risk and loss, and further to recover all arrears with interest at 3 per cent per annum by the attachment and sale of his property, personal and real.

IV. The number of shops for the sale of ganja and its preparations and the places at which they are to be kept shall be determined by the Deputy Commissioner or other officer as shall be specified in the agreement, and the contractor shall engage to sell ganja and its preparations only at the places so fixed. The Deputy Commissioner or other officer as shall be specified in the agreement shall be at liberty to make any alterations in the number and localities of the shops that he may from time to time consider necessary, or to close any shop without any claims for compensation on the part of the contractor in the manner and under the conditions set forth in Condition IX of this Notification.

V. The confirmation of existing retail vendors, the nomination of new vendors, and the cancellation of licenses shall rest with the Deputy Commissioner or other officer as shall be specified in the agreement. The Deputy Commissioner or other officer as shall be specified in the agreement shall issue licenses in the prescribed forms direct to the retail vendor as in the case of other drugs.

VI. The contractor shall sell ganja and its preparations only to such licensed vendors and shall not interfere with the retail vendors in any way. But he or his authorized agent or wholesale vendor shall be at liberty to visit the drug shops in conjunction with the Excise officers and inspect the accounts, and if he has reason to believe that contraband drugs are being vended in any such shop, shall with the permission of the Amildar, place a nominee of his own to officiate as vendor jointly with the license-holder or vendor of such shop for such time as the Amildar may deem fit, and such nominee shall be confirmed if sufficient grounds exist to justify this step by the Amildar.

VII. The ganja and majum sold shall be of good quality, not black or old or such as may have lost its medicinal virtues, and must be without stalks and seeds; and not be adulterated, while powdered ganja to the extent of 5 per cent only shall be taken by the vendors and no more. Such powdered ganja may be made up by the retail vendors into halva. The contractor shall always keep on hand not less than one month's supply of ganja.

VIII. The sales of ganja and its preparations shall be covered by a pass in the prescribed form signed by the contractor or his authorized agent, the conditions whereof shall not be infringed and the wholesale and retail prices shall be uniformly for the whole Province as specified below:—

	Wholesale.				Retail.		
	Rs.	As.	P.		Rs.	As.	P.
Ganja	0	10	0				
Majum or any other preparation ..	0	4	0	..	0	13	0
				..	0	6	0

IX. The Deputy Commissioner shall have power to close any particular shop or shops on the requisition of the Military authorities or Magistracy temporarily or permanently, and the contractor shall not be entitled to any compensation therefor. But with the approval of the Deputy Commissioner, the number so reduced might, if the public requirements demand it, be re-established in other suitable localities. Should the exigencies of the State require the closing of shops to any number below the complement opened in 1884—85 for the District, the contractor shall, with the sanction of the Government, be granted proportionate compensation for the number so closed on the guaranteed amount paid for the number of shops so licensed in the year, if it be proved that the contractor has sustained loss by such reduction in the number of shops, but not otherwise. The Deputy Commissioner shall freely permit the opening of drugshops at all taluk kasbas, largetowns, and villages, where a demand for the same exists, and all such vendors to freely frequent jatras and fairs as provided for in the retail license.

X. No fee shall be levied for licenses for the retail vend of ganja except in the town of Bangalore and Mysore, where a fee of three rupees and one rupee per mensem respectively shall be charged for each license.

XI. The Deputy Commissioner may permit the farmer to import ganja from beyond the Territories of Mysore under passes to be issued by him in communication with the authorities of the District from which the article is imported.

XII. The contractor shall render a true and correct account in duplicate of the sales at his wholesale depôt to the Deputy Commissioner or other officer named in the agreement through the Head Supervisor monthly, and allow the officers of the Excise Department free access always and at all times to all the accounts kept by the contractor which shall be true and accurate and in the forms prescribed by Government in Notification No. 229, dated 27th February 1885 at his own expense.

XIII. Disorderly conduct and irregular transactions at the wholesale depôt shall not be permitted by the contractor's agent or employés. They shall be provided at the renter's cost with correct scales and weights, the latter duly stamped by Government, and further all such employés shall, 15 days after the agreement is signed by the contractor, enter into engagements with the contractor to abide by the spirit and letter of the conditions entered into by the contractor with Government and the laws and rules in force, and such engagements shall be deposited in the Deputy Commissioner's office by the 20th of the said month without fail, and they shall take out wholesale licenses if employed to sell the drugs, or sign permits for the contractor. With the permission of the arrack renters, all wholesale vendors of arrack may be employed as wholesale vendors of ganja and paid such commission on the sales as shall be fixed by the Head Supervisor, Government Distillery, not exceeding one anna per seer sold by them.

XIV. The contractor shall be required to conform any additional rules which may be prescribed from time to time by the Government, and also by those laid down in the agreement and notified by Government in their Notification No. 229 of the 27th February 1885, especially those contained in the wholesale license rules and for the preparation and submission of accounts and the issue of passes and on other points therein specified, copies whereof can be had access to at the District office between 11 A.M. and 5 P.M. daily and information on any other matters in connection with this contract will also be afforded thereat.

XV. For any infringement of the above conditions the contractor shall hold himself liable to a fine not exceeding Rs. 100 to be levied at the discretion of the Deputy Commissioner and to a forfeiture of his contract with the approval of Government if deemed necessary by him, or to such further penalties as the laws in force prescribed for breaches thereof or of the rules framed by Government. Further particulars can be had on application at the Deputy Commissioner's office.

XVI. The renter can raise his own ganja or apply for and holding a Government patta. The cultivation of the drug otherwise by the renters or any one else all over the Province has been interdicted from 1st April 1886.

XVII. The quantity and revenue of ganja sold i 1884—85 and during 8 months of the current year and the minimum guarantee paid to Government i 1885—86, are noted below :—

Districts.	1884—85.			1885—86.			Minimum guarantee in 1885—86.			No. of Retail Shops.
	Quantity.		Revenue.	Quantity.		Revenue from April to November 1885.				
	Ganja.	Majum.		Ganja.	Majum.					
			Rs. As. P.			Rs.	A.	P.	Rs.	A.	P.	
Bangalore Town and District... ...	3,356½	405½	1,67 13 8	A 3454	150½	1,002	5	1	B. 1,679	13	8	12
Kolar	...	...	32 7 6	C. 728	9	211	10	5	Not known.			7
Tumkur	..	...	7 0 0	C. & E. 30½	6	51	4	3				5
Mysore Town and District, including French Rocks Sub-Division ...	5,313	381	2,391 3 3	C 3,409	512½	1,350	11	3	2,151	9	0	10
Shimoga	...	...	79 0 8	C & D. 473	...	340	12	0	476	6	0	2
Kadur	...	...	8 3 0	C. 152	...	88	3	0	97	8	0	

A. Nine months.
B. Proportion on total for Town, District and Cantonment Bangalore for 1884—85.
C. Data for six months.
C & D. Data sent for only 4 shops out of 25. Not available at others
E. Not opened for some months of the half-year.

By Order,
R. VIJAYINDRA RAO,
Secretary.

be granted proportionate compensation for the number so closed on the guaranteed amount paid for the number of shops so licensed in the year under advertence, if it be proved that the contractor has sustained loss by such reduction in the number of shops but not otherwise.

X. Whenever required, the contractor shall render a true and correct account of the sales at his Wholesale Depôt to the Deputy Commissioner and allow the officers of the Excise Department free access always and at all times to all the accounts kept by the contractor which shall all be true and accurate and in such forms as the Deputy Commissioner may approve of from time to time.

XI. Disorderly conduct and irregular transactions at the Wholesale Depôt shall not be permitted by the contractor's agent, or employés. They shall be provided with correct scales and weights, the latter duly stamped by Government, and further all such employés shall 15 days after the agreement is signed by the contractor enter into engagements with the contractor to abide by the spirit and letter of the conditions entered into by the contractor with Government and the laws and rules in force, and such engagements shall be deposited in the Deputy Commissioner's Office by the 20th of the said month without fail.

XII. For any infringement of the above conditions, the contractor shall hold himself liable to a fine not exceeding Rs. 100 to be levied at the discretion of the Deputy Commissioner, and to a forfeiture of his contract with the approval of Government if deemed necessary by him, or to such further penalties as the laws in force prescribed for breaches thereof or of the rules framed by Government. Further particulars can be had on application at the Deputy Commissioner's Office.

XIII. The contractor shall be required to conform to any additional rules which may be prescribed from time to time by the Government.

XIV. The quantity of gánjá sold in the Bangalore Town and Taluks during the year 1881—82 approximately amounted to 2,885 and 1,718 seers respectively.

The 2nd February 1883.

No. 36.—Krishnamúrti Rao, Amildar of the Yedatore Taluk, has been granted leave on private affairs for 19 days from the 26th November to the 14th December 1882, both days inclusive.

By Order,

R. VIJAYINDRA RAO,
Secretary.

POLICE.

NOTIFICATION.

No. 782—137. *The 31st January* 1883.

Inspector C. Wood of the Mudgere Taluk of the Kadur District is granted 2 months' privilege leave from the 15th proximo.

By Order,

A. H. MACINTIRE,
Secretary.

EDUCATIONAL.

U. C. S. EXAMINATIONS—SPECIAL TESTS—MAY 1883.

The 23rd January 1883

With reference to the subjoined notice, Candidates from Mysore and Coorg are informed that printed forms of application may be obtained from the Office of the Secretary to the Dewan in the Educational Department.

By Order,

T. SRINIVASAIENGAR,
for Secretary to the Dewan,
Educational Dept.

The Commissioner for the Uncovenanted Civil Service Examinations notifies that the next examination in the subjects prescribed for the Special Tests will be held on the 7th and following days of May next, at Bangalore.

2. Candidates must send in their applications on printed forms, which may be obtained from all Tahsildars and Treasury Deputy Collectors, so as to reach the Commissioner's Office on or before the 8th of March next, after which date no applications will be received. All applications should be prepared in the English language.

3. The following is the sanctioned scale of fee :—

	Rs.
I-A—Judicial Test, Civil—Higher Grade	10
II-A— Do. Criminal— do.	7
III-A—Revenue Test, General— do.	7
I-B—Judicial Test, Civil—Lower Grade	6
II-B— Do Criminal— do.	6
III-B—Revenue Test, General— do.	5
IV— Do. Salt Department	5
V— Do. Sea Customs Department . ..	4
VI—Account Test	5
VII-A—Translation Test, Higher Grade	6
VII-B— Do. Lower Grade	4
VIII-A—Précis writing, Higher Grade	4
VIII-B— Do. Lower Grade	4

4. The prescribed fee must be paid in every case and into a Government Treasury. The fee will neither be returned nor reserved for a subsequent examination. A receipt for the fee will be given in the mofussil both on the face of the form of application and on a separate printed form. The latter should be retained by the Candidate.

5. Candidates intending to undergo examination in the Town of Madras should apply to the undersigned for the Form of Application and not to the Collector of Sea Customs, Madras. Such Candidates are required by G. O., 26th February 1880, No. 319, to pay the prescribed fee into the Bank of Madras and to send the Bank Receipt to the Secretary to the Commissioner for the U. C. S. Examinations along with the filled-up Form of Application for examination, which should be forwarded in accordance with this Notification.

6. Each application should be sent direct to the Secretary to the Commissioner for the U. C. S. Examinations post-paid superscribed and addressed as follows :—

[*Application for admission to the Special Test Examinations.*]

The Secretary to the Commissioner

for the U. C. S. Examinations,

Madras.

7. Each application must be accompanied by the required Vaccination Certificate signed by a Medical Officer or Medical Subordinate of the rank given in the margin, showing that the Candidate has been vaccinated, or has had the small-pox. In the case, however, of Candidates who produced such certificates at examinations held subsequent to the 31st December 1876, no further voucher of this description will be necessary.

th Surgeon.
Assistant and Native Surgeon.
First and Second Class Apothecaries.
Superintendent of Vaccination.
Hospital Assistant.

8. Persons cannot be admitted to the Special Test Examinations unless they have been in the ntinuous service of Government since 1st January 1859, or have passed (or been exempted from pass-g) one of the following examinations :—

(1) The General Test (English or Anglo-Vernacular Branch).
(2) The Middle-School Examination in the First Class.
(3) The Matriculation Examination together with the Test in Hand-writing prescribed by G. O., 31st July 1880, No. 290, Educational Department.
(4) Any of the Special Tests in the regular way.
(5) The First Examination in Arts.

9. Candidates coming up for one or more Tests at the same time under General Rule I will submit single application for all such Tests. As notified under date the 3rd September 1873, no Candidate ill be permitted to take up any of the Judicial Tests together with Test III in either grade.

10. Candidates will not be allowed to appear for examination in Tests I-A, II-A, III-A, I-B, V, nd VI in a Vernacular language, unless specially permitted by an order of Government to do so. In e latter case, Candidates should quote in their applications the date and number of such order.

11. Candidates in the Police Department who may apply for examination in the judicial portion the "Police Test" alone should submit their applications through the Superintendent of Police. ndidates for this Test must have previously passed in departmental subjects, and will be required to y a fee of Rupees 3.

12. Candidates should write their names, their fathers' names, and their house-names distinctly d in full, and give their addresses in full also. Applications defective in any particular will be turned.

13. Candidates will not be admitted to the Examination at any other place than that named in eir applications, and no Candidate will be allowed to name more than one place.

THE

MYSORE GAZETTE.

Published by Authority.

BANGALORE, SATURDAY, FEBRUARY 3, 1883.

☞ Separate paging is given to this Part in order that it may be filed as a separate compilation.

PART II.

Notifications by the Govt. of India: Resident: Chief Judge, &c.

JUDICIAL DEPARTMENT.

NOTIFICATION.

The 31st January 1883.

The undermentioned gentlemen have been enrolled as Advocates in the Chief Court of Mysore, under the Rules of 18th February 1879 :—

Mr. E. C. Satchidanandam Pille. | Mr. H. V. Nanjundaiya.

C. G. PLUMER,
Ag. Chief Judge.

FINANCIAL DEPARTMENT.

MYSORE RAILWAY LOAN DEBENTURES.—INTEREST FOR HALF YEAR ENDING 14TH FEBRUARY 1883.

Circular No. 1542, *dated 31st January* 1883.

The undersigned has the honor to intimate to Holders of Mysore Railway Loan Debentures, 1882, that the half year's interest falling due on the 15th February 1883 will be paid on presentation on or after that date at the nearest District or Taluk Treasury.

The District or Taluk Treasury Officer will note the payment of interest with his signature in the place provided on the back of the Debenture and take the separate receipt of the Holder (that is the person in whose name it now stands) in the following form. Copies of forms can be obtained from the Treasuries.

Received from the Officer in charge of the Treasury interest on the undermentioned Mysore Loan Debentures at 5 per cent.

No. of Debenture.	Amount Principal.	Interest for what period.	Amount Principal.

The receipts with a detailed list will be submitted with the Treasury Accounts in usual course to the Comptroller as vouchers for the charges.

OVERLAND AND CONTINENTAL MONEY ORDERS.

From the Comptroller, To the Dy. Commissioners, Treasury Dept., dated Bangalore, 27th January 1883.

The Comptroller of Post Office telegraphs "Money order schedule in force No. 21."

Rate 1 *s.* 7 *d.* per rupee.

H. HUDSON,
Comptroller.

NUNDYDROOG DIVISION.

NOTIFICATION.

The 20th January 1883.

List showing the months in which it is proposed to hold 11 Sessions in Bangalore and 5 at Tumkúr during the year 1883 :—

Month.	Bangalore.		Tumkúr.	
	Week.	Date.	Week.	Date.
January ..	Last Week Monday ..	29th	2nd Week Monday ..	8th
February..	3rd Week Monday ..	19th	..	..
March ..	Do do ..	19th	1st do ..	5th
April ..	..	..	..	..
May ..	4th Week Monday ..	28th	..	..
June ..	3rd do .	18th	1st Week Monday ..	4th
July ..	4th do ..	23rd	..	..
August ..	3rd do ..	20th	1st Week Monday ..	6th
September .	Do do ..	17th	..	..
October..	4th Week Monday ..	22nd	3rd Week Monday ..	15th
November ..	3rd do ..	19th	.. ..	..
December ..	Do do ..	17th	.. ..	..

T. R. A. THUMBOO CHETTY,
Sessions Judge.

MYSORE DISTRICT.

NOTIFICATION.

The 11th January 1883.

Notice is hereby given that the following roads in the Mysore District through State Forests which are being protected from fire, will be closed from 1st February to the 30th April 1883 :—

1. Road to Gundare in the Begur Forest from Wynad Forests.
2. Road through Matikuppe Forest from Wynad Forests.
3. Road through Ainur-Marigudi Forest from Wynad Forests.

The above mentioned Forests are also closed to sportsmen and to all outsiders (within the dates above fixed.)

C. E. M. RUSSELL,
Supt. of Forests & Govt. Farms.

NAGAR DIVISION.

NOTIFICATION.

The 25th January 1883.

It is hereby notified that during the current year 1883, Sessions for the trial of Criminal cases committed from the Shimoga and Kadur Districts will be held at the Head-quarters of those Districts on the following dates :—

Shimoga District.	Kadur District.
22nd January 1883	
19th February 1883	8th February 1883.
14th March 1883	
9th April 1883	
6th June 1883	28th May 1883.
4th July 1883	
13th August 1883	1st August 1883.
10th September 1883	
3rd October 1883	
19th November 1883	5th November 1883.
17th December 1883	

All Magistrates having power to commit cases for trial are requested to summon and bind over complainants and witnesses in the cases they commit, to appear before this Court on the above mentioned dates at the Head-quarters of the respective Districts.

ABDUL KHADER, K. B.,
Sessions Judge.

SEASON REPORTS FOR THE MONTH OF DECEMBER 1882.

Tumkúr District.

Rain-fall.—There was no rain in the District except in the Kasba of Sira where 2½ cents were gauged.

Weather.—Sky cloudless : night cold.

Crops.—Paddy, sugar-cane, Bengal-gram, javari, wheat, coriander and fenugreek were sown during the month ; paddy, alasandi, castor-oil seeds, sesamum, 1st and 2nd sorts, groundnut, ragi, wheat, harka, sáme, navane, chillies, arecanut and cocoanut, &c., were harvested. The state of crops during the month was good except in parts of Pavagada Taluk where the wet crops were reported to be partly suffering from want of sufficient supply of water and partly from disease.

Public Health.—Good except in parts of Sira, Tiptúr and Pavagada ; small-pox in the former and fever and cough in the latter prevailed. The number of deaths from all causes during the month of November 1882 was 481 against 494 shown for October 1882.

Cattle.—Chappe roga and sheep disease prevail, the former in parts of Maddagiri and the latter in Sira and Pavagada Taluks. The number of deaths among cattle is returned as follows:—

Cows..		123	Sheep and Goats	..	2,038
Bullocks	..	98	Horses	.. ..	1
Buffaloes	..	96	Asses	.. ..	10
				Total ..	2,366

Lands.—Lands assessed at Rs. 2,525—4—0 were taken up for cultivation, and there linquishments.

Prices.—Food grains were sold at the following rates :—

	From— S.	C.	To— S.	C.		From— S.	C.	To— S.	C.
Rice, 1st sort ..	11	0	12	8	Horse-gram ..	40	0	48	0
Do 2nd do ..	13	0	14	0	Wheat, 1st sort ..	13	0	16	0
Ragi	40	0	48	0	Do 2nd sort ..	14½	0	16	0
Tuvar	16	0	20	0	Jaggory	8	0	12	0
Ballar	19	0	28	0	Ghee	1	4	1	12

N. KRISHNA RAO,
for *Dy. Commissioner.*

Mysore District.

Rain.—Light and partial rain fell in the Mysore, Nanjangúd and Malvalli Taluks, the total quantity gauged being 37 cents.

Crops.—The standing crops good. Bengal-gram and coriander seed alone were sown. Paddy, ragi, ballar, tuvar, green, black and horse grams harvested.

Health.—Fever very prevalent throughout the District.

Cattle.—Murrain continued to prevail in the Gundlupet and Mandya Taluks. The number of deaths therefrom was 432 and 1,306 from all other causes.

Prices.—Prices have fallen slightly. Rice, 1st sort, sold at 12 seers, 2nd sort at 12½ seers, ragi at 26 seers and horse-gram at 32 seers the rupee.

C. J. PEARSE,
Dy. Commissioner.

Deaths registered in the Civil and Military Station of Bangalore for the Week ending 5th January 1883.

Estimated Population according to the Census of 1881. { Males. .. 46,977 / Females.. 46,563

Total.... 93,540

Diseases.	M.	F.	Total.
Cholera...	...	...	...
Small-pox	...	...	...
Fevers...	4	4	8
Bowel-complaints	2	3	5
Suicide...	...	...	...
Wounding	...	...	...
Accident	...	...	...
Snake-bite or killed by wild beasts.	...	...	...
All other causes ...	9	12	21
Total.....	15	19	34
Births during the week ...	17	21	38

Deaths registered in the Civil and Military Station of Bangalore for the Week ending 12th January 1883.

Estimated Population according to the Census of 1881. { Males .. 46,977 / Females .. 46,563

Total.... 93,540

Diseases.	M.	F.	Total.
Cholera	...	...	...
Small-pox	...	...	...
Fevers	1	4	5
Bowel-complaints	...	1	1
Suicide	...	...	...
Wounding	...	...	...
Accident	...	...	...
Snake-bite or killed by wild beasts	...	...	...
All other causes	6	7	13
Total.....	7	12	19
Births during the week ...	27	18	45

MYSORE STATE RAILWAY.

The 2nd February 1883.

Approximate Return of Traffic for week ended 27*th* January, 1883 on 86 miles open.

	Coaching Traffic.		Merchandise and Mineral Traffic.		Other Earnings (estimated.)	Total Earnings.	Traffic Train-miles run.		
	No. of Passengers.	Coaching Receipts.	Weight carried.	Receipts.			Coaching.	Merchandise.	Total.
		Rs. A. P.	Mds. S.	Rs. A. P.	Rs. A. P.	Rs. A. P.			
Total Traffic for the week	4,973	2,882 6 4	18,060 0	2,300 8 0	27 2 0	5,210 0 4	959	941	1,900
Or per mile of Railway	58	33 8 4	210 0	26 12 0	0 5 0	60 9 4	...	...	...
For previous 2½ weeks of half-year ...	14,906	9,520 5 4	30,467 0	4,617 2 0	204 0 0	14,341 7 4	2,700	2,600	5,300
Total for 3½ weeks ...	19,879	12,402 11 8	48,527 0	6,917 10 0	231 2 0	19,551 7 8	3,659	3,541	7,200
Comparison.			On 58 miles open.						
Total for corresponding week of previous year	2,705	1,687 14 0	2,538 10	241 8 0	1 13 5	1,731 3 5	729	1,079	1,808
Per mile of Railway, corresponding week of previous year		25 10 5	44 0	4 2 7	0 0 6	29 13 6	...	...	...
Total to corresponding date of previous year	11,933	5,901 2 8	9,712 10	726 3 6	43 14 11	6,671 5 1	2,917	3,015	5,932

ST. J. H. BUCHAN,
for *Examiner of Accounts, M. S. R.*

COMMISSARIAT ADVERTISEMENT.

The 27th January 1883.

Sealed tenders on the printed forms obtainable at the Commissariat Office will be received by the Executive Commissariat Officer at Bangalore up to 1 o'clock P. M. on the dates as below for the supply of the following articles required at Bangalore.

Full particulars can be obtained on application to the Executive Commissariat Officer at Bangalore.

8th February 883.—Mussauls for Elephants, &c.
13th " Cattle Gear.

H. HAWKES, *Colonel,*
Asstt. Commissary General

Deaths registered in the Town of Bangalore for the Week ending 12th Jan. 1883.

Estimated Population according to the Census of 1881. Males 30,950 Females 31,367

Total 62,317

Diseases.	M.	F.	Total.
Cholera ...	...	...	...
Small-pox ...	...	1	1
Fevers ...	5	6	11
Bowel-complaints ...	4	1	5
Suicide ...	...	...	...
Wounding ...	...	...	...
Accident ...	...	...	...
Snake-bite or killed by wild beasts	...	...	...
All other causes ...	3	4	7
Total.....	12	12	24
Births during the week ...	17	13	30

[illegible] 1883.

Deaths registered in the Town of Mysore for the Week ending 12th January 1883.

Estimated Population according to the Census of 1881. Males .. 28,979 Females.. 31,313

Total.... 60,292

Diseases.	M.	F.	Total.
Cholera ...	...	...	...
Small-pox ...	...	...	...
Fevers ...	4	9	13
Bowel-complaints ...	6	3	9
Suicide ...	...	...	...
Wounding ...	...	...	...
Accident ...	...	1	1
Snake-bite or killed by wild beasts ...	...	...	...
All other causes ...	..	...	...
Total.....	10	13	23
Births during the week ...	18	11	29

J. HOUSTON, M. D.,
Brigade Surgeon.

THE MYSORE GAZETTE.

Rates of Subscriptions, &c.

	Subscriptions. Rs. As.	Postage for places out of Mysore. Rs. As.
The Gazette in the Canarese copy for 12 months	3 8	1 12
Do. do. English and Canarese for 12 months	7 0	3 8
Subscription for one or a quarter	Corresponding rates.	
Notices by the Courts of applications for certificates under Act XXVII of 1860 :—		
1st insertion, (English or Canarese)...	2	8
2nd and every subsequent insertion	1	4
Notices of insolvency applications under Section 247 of the Civil Procedure Code :—		
1st insertion	5	0
2nd and every subsequent insertion... ...	2	8

Notices of proclamations issued by the Civil Courts under Section 254 of the Code of Civil Procedure are published free.
Notices issued by Revenue Officers for the grant of duplicate coffee pattas, &c :—
1st insertion ... ... Rs. 10 per lye.
2nd and every subsequent insertion ... ... Rs. 5 per lye.
Private advertisements are charged for at the following rates :—
1st insertion, English or Canarese, per line ... ... Annas 8
2nd insertion do do ... ... " 6
3rd and every subsequent insertion ... ... " 4

By Order,

H. HUDSON,
Compiler, Mysore Gazette.

SECTION A. & A.

FILE No. 3798-89

SERIAL No. 69

From

To

1316

189 * 19 MAY 90 *

DEWAN OF MYSORE

The Excise Commissioner
in Mysore

The Chief Secretary to the Dewan
of Mysore.

55

239
14th
ched 17 May 1890
ed

Enclosures No. /

Has arrangements
to lease been
by Govt? Mr Mc
of Vanet
Letter
30 May 90

has the honor to
with for the in
Government and
cated copy of the
executed by the present Ganja
Contractors, viz Messrs C.
Papannah, J. Wodeley
Smith and V. V. Dairy.

R. Vijayaraghava Rao
Excise Commissioner
in Mysore

RR

Part of arranging of the
Vessel for the cutting
on which this agreement for
leased from Mr Appulay to
Mr Manley has been
executed, as it does not
appear that the lease
has sanctioned by Govt
B-O-
Letter 9 June 90

A. M.
5-6-90 20.5

APPENDIX E TO THE RULES FRAMED UNDER SECS. 14 AND 55 OF THE EXCISE ACT.

GANJA FARMERS' AGREEMENT.

This agreement is entered into the day of one thousand eight hundred and eighty nine between Colonel John Alexander Campbell, Excise Commissioner in Mysore for the time being on behalf of the Government of Mysore on the one part, and Messrs. Nilgiri Chikka Papanna, Fergus Wolsely Smith and W. Vinicombe Davy on the other, for the exclusive privilege of the whole-sale vend of Ganja and its preparations, (except halva) in all the eight Districts of the Mysore Province, but exclusive of the Civil and Military Station of Bangalore.

2. We, the said Messrs. Nilgiri Chikka Papanna, Fergus Wolsely Smith and W. Vinicombe Davy, do hereby engage to pay to the said Mysore Government a minimum annual sum (including local cess) of Rs. 7,000, for the exclusive privilege of the whole-sale vend of Ganja and its preparations (except halva) as aforesaid, for three years from 1st April 1889 to 31st March 1892, both days inclusive ; and we do accordingly bind ourselves, our heirs, executors, assigns and representatives, to perform our engagements, to abide by the terms of this agreement with the Mysore Government, and to observe the restrictions and reservations embodied in the following conditions. And as security for the due performance thereof, we deposit in the Bangalore District Treasury the sum of Rs. 1,750 in cash or in Government securities, as particularized in the Schedule hereto annexed, duly endorsed in favor of the Government of His Highness the Maharaja of Mysore, being one fourth of the yearly amount guaranteed as aforesaid, to be held at the disposal of the said Mysore Government until the close of the contract, and for such further period thereafter as may be required, till all claims due by us to Government are fully satisfied :—

(*a*) The contract shall not be transferable, except with the approval of the My Government.

(*b*) For the purposes of this contract, Government may decline to recognize any representative, agent or partner appointed or taken by the Contractors during the period o contract, unless such representative, agent or partner shall have been first appr of by the Excise Commissioner in Mysore for the time being.

(*c*) The minimum amount guaranteed shall be payable to Government in twelve equal monthly instalments. The Contractors shall further pay into the Bangalore District Treasury, on or before the 20th of each month, the total amount of fees (including local cess) for the whole-sale vend of Ganja and its preparations, at the rates which have been fixed by Government.

Amount of fees and place and dates of payment thereof.

(*d*) If the fee payable on the whole-sale vend of Ganja and its preparations for any month, be not sufficient to make up the instalment due for that month, the Contractors shall pay such further sum as may be required to make up the deficiency. If the fees payable on the whole-sale vend of Ganja and its preparations for any month, be in excess of the instalment due for that month, such excess shall be available to make up any deficiency in any other month of the same official year ; and this deficiency shall be adjusted by short payment into the Treasury, when the khists for the month are tendered, to the extent of such *net* " Excess sales " as may be available when such khist fell due. If the sum thus available is, at any time, more than sufficient to make up the deficiency to which it has been applied, the surplus thus accruing shall be paid into the Bangalore District Treasury along with the instalment of the month in which the said surplus was realized.

Payment of fees on excess sales and adjustment of deficient sales.

(*e*) If payments, as above, are not made on or before the 20th of the month following that for which they are due, interest at the rate of 6 per cent per annum will be charged from that date on all the arrears outstanding ; and should the default continue after the lapse of the month following that for which the payments are due, the arrears with interest shall be recovered by attachment and sale of the property of the Contractors, including cash realized thereafter at whole-sale depôts, in the manner provided by the rules for the time being in force for the recovery of arrears of Land Revenue. And it shall further be at the discretion of the Government of His

Interest at 6 per cent payable on all arrears.

Arrears how recoverable and penalty for default prescribed.

APPENDIX E TO THE RULES FRAMED UNDER SECS. 11 AND 55 OF THE EXCISE ACT.

55 a

GANJA FARMERS' AGREEMENT.

This agreement is entered into the day of one thousand eight hundred and ~~eighty nine~~ between ~~Colonel John Alexander Campbell,~~ Excise Commissioner in Mysore for the time being on behalf of the Government of Mysore on the one part, and Messrs. Nilgiri Chikka Papanna, Fergus Wolsely Smith and W. Vinicombe Davy on the other, for the exclusive privilege of the whole-sale vend of Ganja and its preparations, (except halva) in all the eight Districts of the Mysore Province, but exclusive of the Civil and Military Station of Bangalore.

2. We, the said Messrs. Nilgiri Chikka Papanna, Fergus Wolsely Smith and W. Vinicombe Davy, do hereby engage to pay to the said Mysore Government a minimum annual sum (including local cess) of Rs. 7,000, for the exclusive privilege of the whole-sale vend of Ganja and its preparations (except halva) as aforesaid, for three years from 1st April 1889 to 31st March 1892, both days inclusive; and we do accordingly bind ourselves, our heirs, executors, assigns and representatives, to perform our engagements, to abide by the terms of this agreement with the Mysore Government, and to observe the restrictions and reservations embodied in the following conditions. And as security for the due performance thereof, we deposit in the Bangalore District Treasury the sum of Rs. 1,750 in cash or in Government securities, as particularized in the Schedule hereto annexed, duly endorsed in favor of the Government of His Highness the Maharaja of Mysore, being one fourth of the yearly amount guaranteed as aforesaid, to be held at the disposal of the said Mysore Government until the close of the contract, and for such further period thereafter as may be required, till all claims due by us to Government are fully satisfied :—

(*a*) The contract shall not be transferable, except with the approval of the Mysore Government.

(*b*) For the purposes of this contract, Government may decline to recognize any representative, agent or partner appointed or taken by the Contractors during the period of the contract, unless such representative, agent or partner shall have been first approved of by the Excise Commissioner in Mysore for the time being.

(*c*) The minimum amount guaranteed shall be payable to Government in twelve equal monthly instalments. The Contractors shall further pay into the Bangalore District Treasury, on or before the 20th of each month, the total amount of fees (including local cess) for the whole-sale vend of Ganja and its preparations, at the rates which have been fixed by Government.

Amount of fees and place and dates of payment thereof

(*d*) If the fee payable on the whole-sale vend of Ganja and its preparations for any month, be not sufficient to make up the instalment due for that month, the Contractors shall pay such further sum as may be required to make up the deficiency. If the fees payable on the whole-sale vend of Ganja and its preparations for any month, be in excess of the instalment due for that month, such excess shall be available to make up any deficiency in any other month of the same official year ; and this deficiency shall be adjusted by short payment into the Treasury, when the khists for the month are tendered, to the extent of such *net* " Excess sales " as may be available when such khist fell due. If the sum thus available is, at any time, more than sufficient to make up the deficiency to which it has been applied, the surplus thus accruing shall be paid into the Bangalore District Treasury along with the instalment of the month in which the said surplus was realized.

Payment of fees on excess sales and adjustment of deficient sales.

(*e*) If payments, as above, are not made on or before the 20th of the month following that for which they are due, interest at the rate of 6 per cent per annum will be charged from that date on all the arrears outstanding ; and should the default continue after the lapse of the month following that for which the payments are due, the arrears with interest shall be recovered by attachment and sale of the property of the Contractors, including cash realized thereafter at whole-sale depôts, in the manner provided by the rules for the time being in force for the recovery of arrears of Land Revenue. And it shall further be at the discretion of the Government of His

Interest at 6 per cent payable on all arrears.

Arrears how recoverable and penalty for default prescribed.

(General Serial No. 30.)

72

1890.

SECTION II

FILE No. 447-88-89

SERIAL No.

From

To The Excise Commissioner in Mysore.

57

Dated 9

Despatched 11 June 1890.

Received

From The Comr. No. 1531/58 dt. 16/6/1890

Enclosures No.

General No. 2119

No. 239

His docket No. 910/30 of the 14th May 1890, submitting an authenticated copy of the Agreement executed by the present Ganja Contractors.

With reference to the above, has the honor to enquire of the Excise Comm.r for the authority on which this Agreement for the period from 1st April 1889 to 31st March 1892 has been executed, as it does not appear that the lease was sanctioned by Government.

B.D.

9 June 90

Chief Secy.

(General Serial No. 30.)

1890.

From

To The Excise Commissioner in Mysore

Dated 6 August

Despatched

Received

Enclosures No.

General No. 4622

No. 471

Sir,

With reference to your letter No. 4360/135 dated the 17th March 1890, submitting six spare copies of the proposed Ganja Rules drafted by your predecessor, I am desired to enquire if you have any alterations or additions to suggest, and if the Dy Commrs have been consulted with regard to the proposed Rules.

I have &c

5/8/90

for Chief Secy

(General Serial No. 30.)

1890. 91 ~~60~~

From

The Chief Secretary

To

The Comptroller
in Mysore

SECTION

FILE No.

SERIAL No.

Dated 5 August
Despatched 7 3 May 1889
Received

Enclosures No.

General No. 4547

No. 3352 dy. 20th June 1889.

His Letter No

Forwards herewith a copy of the Agreement executed by the present Ganja Contractors Messrs C. Papanna & Wolseley Smith and M. V. Davy for the Wholesale Vend &c. of Ganja in the Province for three years from 1st April 89 to 31st March 1892.

By order

Secretary

Recd. 7th August 1889

Copy 5/8/89

78

(General Serial No. 30).

OFFICE OF THE DEWAN OF MYSORE
20 AUG. 90

189 C/4659

From The Secretary to the Commissioner in Mysore

157

(61)

SECTION L. R.

FILE No. 3 of 88-89

SERIAL No.

Dated 18th August 1890

Despatched

Received

Enclosures No.

General No. 2444

No. 104

Stating that the Deputy Commissioners have not been consulted on the proposed Ganja Rules, & that he will now send a copy for their opinion.

File for the present. The promised report will be awaited

Illegible

Office of the Excise Commissioner
in Mysore

No: 2444/104

Dated. Bangalore 18th/19th August 1880.

(61)

From

The Excise Commissioner
in Mysore.

R. Con. Ltr. D
61
20/8/80

To

The Chief Secretary to the
Dewan of Mysore.

Sir

In reply to your letter No: 4622/471 dated 6th — Instant, I have the honor to state that the Deputy Commissioners have not been consulted on the — proposed Ganja Rules. I shall now send a copy of the same to each of them requesting their opinion. With their replies and those of the Ganja Contractors, I shall submit my opinion on the Draft Rules — which were sent up to Government before I joined the Department.

I have the honor to be
Sir
your most obedient servant.

R. Wyndham Orr
Excise Commissioner.